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**WEBSITE DESIGN, DEVELOPMENT, AND HOSTING AGREEMENT**

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**THIS AGREEMENT** is made on the date the Client submits the Warwickshire Web Co Onboarding Form and accepts this Agreement (the “Commencement Date”).

**BETWEEN:**

- (1) Warwickshire Web Co
- (2) The Client (as identified in the submitted Onboarding Form)

**WHEREAS:**

- (1) The Developer carries on the business of website design, development, hosting, and related services.
- (2) The Client wishes to engage the Developer to provide website design, development, hosting, and related services subject to the terms and conditions set out in this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- “Business Day”** means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the United Kingdom;
- “Client Site Materials”** means any and all content provided by the Client to the Developer for incorporation into the Website;
- “Commencement Date”** means the date upon which the Client submits the Onboarding Form and accepts this Agreement
- “Confidential Information”** means any and all information or data in any form which is confidential to either Party, including but not limited to, trade secrets, site login credentials, customer lead data, and the Developer’s proprietary code or templates.

<b>“Data Protection Legislation”</b>	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
<b>“personal data” “data subject” “data controller” “data processor” and “personal data breach”</b>	shall each have the meaning defined in Article 4 of the UK GDPR;
<b>“Developer Site Materials”</b>	means any and all content provided or created by the Developer for incorporation into the Website;
<b>“Hosting Specification”</b>	means a document setting out the particulars of the hosting services that the Client requires the Developer to provide, attached as Schedule 3;
<b>“Intellectual Property Rights”</b>	means patents, rights to inventions, copyright and related rights (including moral rights), trade marks, business names, domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms or protection which either subsist or will subsist now or in the future in any part of the world;
<b>“Managed Service Fees”</b>	means the sums to be paid by the Client to the Developer for the Developer’s Services, as agreed by the Parties, as set out in Schedule 2;
<b>“Primary Contact”</b>	means the individual appointed by either Party to act as the single point of contact for decisions and approvals, as set out in sub-Clause 4.1;
<b>“Review Link”</b>	means a private URL provided by the Developer to the Client to allow for the review of the Website draft;
<b>“Server”</b>	means the third-party virtual or physical server environment utilized and administered by the Developer to host the Website;

<b>“Services”</b>	means the website design and development services to be provided by the Developer to the Client pursuant to this Agreement;
<b>“Snagging Items”</b>	means minor corrections or adjustments to the Website content or design provided by the Client following the review of the Review Link
<b>“User Content”</b>	means any and all content uploaded or otherwise submitted to the Website by its users; and
<b>“Website”</b>	means the website to be designed, developed, and hosted by the Developer for the Client as specified in the Onboarding Form, including any domain name registered by the Developer on behalf of the Client or any existing domain name transferred to the Developer’s hosting service
<b>“Website Specification”</b>	means the specification for the design, development, and functionality of the Website as set out in Schedule 1;

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
  - 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic transmission or similar means;
  - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time and shall include all subordinate legislation made from time to time;
  - 1.2.3 “this Agreement” is a reference to this Agreement and each of the Schedules as amended or supplemented at the relevant time;
  - 1.2.4 a Schedule is a schedule to this Agreement;
  - 1.2.5 a Clause or paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a paragraph of the relevant Schedule; and
  - 1.2.6 a "Party" or the "Parties" refer to the parties to this Agreement.
- 1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include any other gender.
- 1.6 References to persons shall include corporations.

## 2. **Scope of Services, Website Specification, and Client Site Materials**

- 2.1 The Parties have prepared and agreed upon the Website Specification and Hosting Specification for the Website as set out in Schedules 1 and 3 respectively.
- 2.2 The Developer shall provide the Services which shall include the design, development, and delivery of the Website in accordance with the Website Specification as set out in Schedule 1.
- 2.3 The Developer shall host the Website on the Server in accordance with the

Hosting Specification as set out in Schedule 3.

- 2.4 Either Party may request or propose amendments to the Website Specification and/or to the Hosting Specification. Any proposed amendments must be made in writing.
- 2.5 Within five Business Days of receipt of a request or proposal under sub-Clause 2.4, the Developer shall notify the Client in writing of the terms upon which such amendments are to be accommodated, including the effect on the Managed Service Fees, the Website Specification, and/or the Hosting Specification
- 2.6 Within five Business Days of receipt of the Developer's notice under sub-Clause 2.5 regarding any requested changes, the Client shall notify the Developer in writing of its acceptance of any revised Managed Service Fees or changes to the Website Specification, or shall request a meeting with the Developer to discuss the same further.
- 2.7 The Client Site Materials shall be provided by the Client in accordance with the Website Specification, following the completion and acceptance of the Website as determined by the Client, or as requested by the Developer as under sub-Clause 3.1, as applicable.
- 2.8 The Developer shall include the following promotional statement on the home page of the Website for the duration of this Agreement: "Designed & Managed by Warwickshire Web Co".

### **3. Client's Responsibilities**

- 3.1 The Client shall promptly, at the Developer's request, provide the Developer with any and all information, data, documentation, and Client Site Materials that the Developer reasonably requires in order to perform its obligations under this Agreement.
- 3.2 The Client shall be fully responsible for the Client Site Materials and for the content, accuracy, and completeness thereof and shall indemnify the Developer against any and all damages, losses, and expenses arising as a result of any claims or proceedings on the grounds that the Client Site Materials contain any material that is unlawful or otherwise offensive (including, but not limited to, material that is obscene, pornographic, offensive, defamatory, threatening, incites violence, or that breaches the Intellectual Property Rights of any third party).
- 3.3 The Client hereby acknowledges that the Developer's ability to perform its obligations under this Agreement is dependent on the Client's full and timely cooperation and the Client hereby agrees to provide the same.

### **4. Communication and updates**

- 4.1 For the duration of the website build, each Party shall nominate a Primary Contact who has the authority to make decisions and provide final approvals. The Developer shall only be required to act on instructions received from the Client's Primary Contact.
- 4.2 The Developer shall provide milestone-based reports detailing the progress of the design and development of the Website. In particular, such reports shall indicate any important matters requiring the Client's attention.

## 5. **Third-Party Software**

- 5.1 The Third-Party Software set out in Schedule 4 shall be supplied and incorporated into the Website in accordance with the applicable software license agreement[s].
- 5.2 The license fee[s] payable for the Third-Party Software shall form a part of the Managed Service Fees payable under Clause 2 and are set out in Schedule 4.
- 5.3 The Developer reserves the right to update, change, or replace the Third-Party Software used within the Website at any time, provided that such changes do not materially reduce the functionality or performance of the Website as defined in the Website Specification.

## 6. **Approval and Launch**

- 6.1 **Approval:** Once the Developer has completed the Website draft, the Developer shall provide the Client with a "Review Link." The Client shall have 5 Business Days to review the Website and notify the Developer of any necessary corrections or "snagging" items.
- 6.2 **Deemed Acceptance:** If the Client does not provide feedback within 5 Business Days, or if the Client requests that the Website "Go Live" or begins using the Website for business (e.g., printing the URL on a van), the Website shall be deemed Accepted.
- 6.3 **Final Launch:** Following Acceptance, the Developer shall set the Website "Live" and the first monthly Managed Service Fee shall be triggered.
- 6.4 **Post-Launch Changes:** Any changes requested after Acceptance that were not part of the original Website Specification may be subject to a separate fee or deducted from the Client's "Monthly Update" allowance (as defined in Schedule 3).

## 7. **Fees and Payment**

- 7.1 The Client shall pay to the Developer the Managed Service Fees, calculated in accordance with Schedule 2 within 7 Business Days of receipt of the Developer's invoice for the same.
- 7.2 **Payment Timing:** Managed Service Fees are charged in arrears. The first payment of £59.00 shall be collected on the Monthly Anniversary after the Go-Live Date, covering the first month of service. Subsequent payments shall be collected on each Monthly Anniversary of the Go-Live Date.
- 7.3 **Liability on Termination:** Because fees are charged in arrears, if the Client terminates the Agreement, they remain liable for any days of service provided up to the termination date that have not yet been billed.
- 7.4 **Value Added Tax (VAT):** The Fees specified in Schedule 2 are inclusive of VAT (where applicable). If the Developer is not VAT registered at the Commencement Date, no VAT will be charged. If the Developer becomes VAT registered during the term of this Agreement, the Monthly Fee shall remain at the total amount specified in Schedule 2 (inclusive of VAT), unless the Developer provides the Client with 30 calendar days' written notice of a price revision
- 7.5 If the Client fails to make any payment due to the Developer on or by the due date for payment, then, without prejudice to the Developer's other rights and remedies (including, but not limited to those under Clause 16), the Client shall pay interest on the overdue sum from the due date for payment until the payment of that overdue sum, whether before or after judgment.

- 7.6 Interest under sub-Clause 7.5 shall accrue daily at the rate of 8% per annum above the Bank of England's base rate from time to time, and at 8% per annum for any period when that base rate is below 0%.
- 7.7 The Developer reserves the right to review and increase the Monthly Managed Service Fee once in any 12-month period, providing the Client is given at least 30 calendar days' written notice.

## **8. Website Hosting**

- 8.1 The Developer shall aim to update the Website with any and all Client Site Materials provided to them within 5 to 10 Business Days of receipt on not more than 2 occasions per calendar month. The Developer reserves the right to extend this period during pre-notified periods of absence (e.g., holidays). The Developer shall provide the Client with at least 7 days' notice of any such period where updates will be paused. Emergency security monitoring will remain active during these periods.
- 8.2 The Website is provided as a fully managed service. The Developer shall retain exclusive administrative access to the Website Content Management System (CMS) and Server to ensure the ongoing security, stability, and integrity of the Website. The Client shall not be provided with direct login credentials to the Website.
- 8.3 The Developer shall only update the Website with Client Site Materials. The Developer shall have no control over User Content and shall not be responsible for monitoring the same.
- 8.4 Notwithstanding sub-Clause 8.3, if the Developer reasonably believes that any content on the Website (including, but not limited to User Content and Client Site Materials) is unlawful or otherwise offensive (including, but not limited to, material that is obscene, pornographic, offensive, defamatory, threatening, incites violence, or that breaches the Intellectual Property Rights of any third party), it shall inform the Client immediately of such content and shall remove the same immediately.
- 8.5 The Client acknowledges that the Developer utilises third-party hosting providers for the Server infrastructure. While the Developer shall use reasonable endeavours to ensure the selection of a reputable provider, the Developer shall not be held liable for service interruptions caused by the third-party infrastructure provider that are beyond the Developer's direct control.

## **9. Intellectual Property**

- 9.1 The Client warrants that they have the right to use all Client Site Materials supplied by them to the Developer and that, where applicable, all necessary permissions and rights have been obtained. The Client (or the applicable licensors, as appropriate) shall retain ownership of all Client Site Materials and all Intellectual Property Rights subsisting therein at all times.
- 9.2 The Developer warrants that they have the right to use all Developer Site Materials supplied by them as part of the Website and that, where applicable, all necessary permissions and rights have been obtained.
- 9.3 Intellectual Property Rights:

- 9.3.1 Developer Materials: The Developer retains ownership of all Intellectual Property Rights in the underlying website architecture, custom code, and templates (the "Developer Materials").
- 9.3.2 Client Content: The Client retains ownership of all logos, text, and images provided to the Developer (the "Client Content").
- 9.3.3 The License: Upon completion of 12 monthly payments (or payment of the Migration Fee), the Developer grants the Client a perpetual, non-transferable, royalty-free license to use the completed Website design as a single entity for their business.
- 9.3.4 Restrictions: The Client may not sell, sub-license, or "clone" the Developer Materials to create multiple websites for third parties.
- 9.4 The Developer shall indemnify the Client against all damages, losses, and expenses arising out of any claims or proceedings brought by a third party for the infringement of the third party's Intellectual Property Rights by any part of the Website created or supplied by the Developer provided that the Client:
  - 9.4.1 promptly notifies the Developer in writing of the claim or proceedings;
  - 9.4.2 makes no admissions or settlements without the Developer's prior written consent;
  - 9.4.3 provides the Developer with all information and assistance that the Developer may reasonably require; and
  - 9.4.4 gives the Developer sole authority to defend or settle the claim or proceedings.
- 9.5 The Client shall indemnify the Developer against all damages, losses, and expenses arising out of any claims or proceedings brought by a third party for the infringement of the third party's Intellectual Property Rights by any part of the Client Site Materials provided that the Developer:
  - 9.5.1 promptly notifies the Client in writing of the claim or proceedings;
  - 9.5.2 makes no admissions or settlements without the Client's prior written consent;
  - 9.5.3 provides the Client with all information and assistance that the Client may reasonably require; and
  - 9.5.4 gives the Client sole authority to defend or settle the claim or proceedings.
- 9.6 The indemnities set out in this Clause 9 shall not apply to the extent that the claims or proceedings in question arise out of the indemnifying Party's compliance with any instructions or materials provided by the indemnified Party.
- 9.7 The Developer shall not use any Client Content in the creation of any website or other material for any third party. The Developer retains the right to use and re-use the Developer Materials, including the underlying structure, templates, and general design elements, for the provision of services to other clients.

## 10. **Warranties**

- 10.1 Each Party hereby warrants to the other that it has the full power and authority to enter into, and perform its obligations under, this Agreement.
- 10.2 The Developer shall perform its obligations under this Agreement with reasonable care and skill in accordance with generally established and recognised practices and standards prevailing in the website design,

development, and hosting industry.

- 10.3 The Developer warrants that the Website shall be free of errors, viruses, and material defects and that it will perform in accordance with the Website Specification for a period of 30 calendar days from the date that acceptance takes place. In the event that the Website does not perform in accordance with the Website Specification, the Developer shall ensure that the Website complies with the Website Specification without undue delay and at no additional cost to the Client.
- 10.4 The warranty provided in sub-Clause 10.3 shall not apply to the extent that any non-conformity with the Website Specification arises out of modifications made to the Website by the Client or any third-party without the direct involvement of the Developer.

## 11. **Liability**

- 11.1 The Developer shall not be liable to the Client for any damage to software or hardware, damage to or loss of data, or for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill, or business opportunity, or for any indirect or consequential loss or damage.
- 11.2 The Client shall not be liable to the Developer for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill, or business opportunity, or for any indirect or consequential loss or damage.
- 11.3 Nothing in this Agreement shall limit either Party's liability under sub-Clause 11.5 or Clause 13 and no sums to be paid thereunder shall count towards the cap on each Party's liability under sub-Clause 11.4.
- 11.4 Subject to sub-Clause 11.3, each Party's total liability to the other in respect of any claims based on any events in any calendar year arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise shall not exceed the total Fees paid by the Client to the Developer in the 12 months immediately preceding the event giving rise to the claim..
- 11.5 Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by that Party's negligence; fraud; any breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or by Section 2 of the Supply of Goods and Services Act 1982; the deliberate or wilful misconduct of that Party, its employees, agents, or sub-contractors; or for any other form of liability which cannot be limited or excluded by law.

## 12. **Data Protection**

- 12.1 All personal data that the Parties may use in connection with this Agreement shall be collected, processed, and held in accordance with the provisions of the Data Protection Legislation. Nothing in this Agreement shall relieve either Party of any obligations set out in the Data Protection Legislation or replace any obligations set out in the Data Protection Legislation.
- 12.2 Complete details of each Party's collection, processing, storage, and retention of personal data including, but not limited to, the purposes for which personal data is used, the Parties' legal bases for using such personal data, details of data subjects' rights, and personal data sharing (where applicable) are available from the Developer's website ([warwickshire-web.co.uk/privacy-policy](http://warwickshire-web.co.uk/privacy-policy)) and the Client's respective business documentation.

### 13. Data Processing

- 13.1 The Parties hereby agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation. This Clause 13 shall not relieve either Party of any obligations set out in the Data Protection Legislation and does not remove or replace any of those obligations.
- 13.2 For the purposes of the Data Protection Legislation and for this Clause 13, the Client is the data controller and the Developer is the data processor.
- 13.3 The type(s) of personal data, the categories of data subject, the scope, nature and purpose of the processing, and the duration of the processing are set out in Schedule 6.
- 13.4 The Client shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Developer for the purposes described in this Agreement.
- 13.5 The Developer shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under this Agreement:
  - 13.5.1 process the personal data only on the written instructions of the Client unless the Developer is otherwise required to process such personal data by law. The Developer shall promptly notify the Client of such processing unless prohibited from doing so by law;
  - 13.5.2 ensure that it has in place suitable technical and organisational measures (as approved by the Client) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken are set out in Schedule 6;
  - 13.5.3 ensure that any and all of its employees with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential;
  - 13.5.4 not transfer any personal data outside of the UK without the prior written consent of the Client and only if the following conditions are satisfied:
    - a) the Client and/or the Developer has/have provided suitable safeguards for the transfer of personal data;
    - b) affected data subjects have enforceable rights and effective legal remedies;
    - c) the Developer complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
    - d) the Developer complies with all reasonable instructions given in advance by the Client with respect to the processing of the personal data.
  - 13.5.5 assist the Client at the Client's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);

- 13.5.6 notify the Client without undue delay on becoming aware of a personal data breach;
  - 13.5.7 on the Client's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Client on termination of this Agreement unless it is required to retain any of the personal data by law; and
  - 13.5.8 maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 13 and to allow for audits by the Client and/or any party designated by the Client.
- 13.6 The Developer shall not sub-contract any of its obligations with respect to the processing of personal data under this Agreement without the prior written consent of the Client. In the event that the Developer appoints such a sub-processor, the Developer shall:
- 13.6.1 enter into a written agreement with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Developer by this Clause 13 and which shall permit both the Developer and the Client to enforce those obligations; and
  - 13.6.2 ensure that the sub-processor complies fully with its obligations under that agreement and the Data Protection Legislation.
- 13.7 In the event that the Developer sub-contracts its obligations with respect to the processing of personal data under sub-Clause 13.6, as between the Client and the Developer, the Developer shall remain fully liable for all acts and omissions of the sub-processor.
- 13.8 Either Party may, at any time, and on at least 30 calendar days' notice, alter this Clause 13, replacing it with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply and replace this Clause 13 by attachment to this Agreement.

#### 14. **Security Incidents**

- 14.1 The Developer shall notify the Client without undue delay in the event that it becomes aware of any security incident affecting the hosting environment that has a material impact on the Client's Website. The Developer shall provide reasonable assistance to the Client to resolve such incidents and shall keep the Client informed of progress.

#### 15. **Confidentiality**

- 15.1 Each Party undertakes that, except as provided by sub-Clause 15.2 or as authorised in writing by the other Party, it shall, at all times during the term of this Agreement and for 3 years after its termination or expiry:
  - 15.1.1 keep confidential all Confidential Information;
  - 15.1.2 not disclose any Confidential Information to any other party;
  - 15.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;
  - 15.1.4 not make any copies of, record in any way, or part with possession of any Confidential Information; and
  - 15.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 15.1.1 to 15.1.4 above.

15.2 Either Party:

15.2.1 May disclose Confidential Information to any sub-contractor, supplier, or employee to such extent only as is necessary for the purposes of this Agreement (including the design, development, and hosting of the Website). In each case, the Party making the disclosure shall ensure that the recipient is bound by confidentiality obligations no less stringent than those set out in this Clause 15.

15.2.2 May use any Confidential Information for any other purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.

15.2.3 However, the Developer may identify the Client as a customer and use the Website's design and screenshots in their professional portfolio and marketing materials, provided no sensitive data (such as login credentials) is disclosed.

15.3 The provisions of this Clause 15 shall continue in force in accordance with their terms for a period of 3 years after the termination or expiry of this Agreement, notwithstanding the termination of this Agreement for any reason.

16. **Term and Termination**

16.1 This Agreement shall commence on the Commencement Date and shall continue on a rolling monthly basis. Either Party may terminate this Agreement by providing at least 30 calendar days' written notice.

16.2 Without prejudice to any other rights or remedies which may be available to it, either Party may terminate this Agreement with immediate effect by written notice to the other Party if:

16.2.1 any sum owing to that Party by the other Party under any of the provisions of this Agreement is not paid within 10 Business Days of the due date for payment;

16.2.2 the other Party commits any other material breach of any of the provisions of this Agreement and, if the breach is capable of remedy, fails to remedy it within 20 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;

16.2.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;

16.2.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

16.2.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction);

16.2.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;

16.2.7 that other Party ceases, or threatens to cease, to carry on business; or

16.2.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of this Agreement. For the purposes of this Clause 16, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

16.3 The termination or expiry of this Agreement shall be without prejudice to any rights, remedies, obligations, or liabilities which have already accrued to either of the Parties under this Agreement.

16.4 On the termination or expiry of this Agreement:

16.4.1 all licences granted to the Developer by the Client under this Agreement shall terminate immediately;

16.4.2 the Developer shall return all Client Site Materials and any and all copies of the Website Specification in its possession to the Client without undue delay;

16.4.3 Upon payment of any outstanding Managed Service Fees and the Migration Fee (as calculated in Schedule 2), the Developer shall provide the "Migration Package" and all such assistance as is reasonably required by the Client in order to transfer the Website to another host.

16.4.4 any provision of this Agreement that either expressly or impliedly survives the expiry termination of this Agreement shall remain in full force and effect.

## 17. **Force Majeure**

17.1 Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party.

17.2 In the event that either Party to this Agreement cannot perform their obligations hereunder as a result of force majeure, the affected Party shall be entitled to a reasonable extension of the time for performing those obligations amounting to a period equivalent to the period during which their performance has been delayed.

17.3 In the event that either Party to this Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period of 30 calendar days, the other Party may at its discretion terminate this Agreement by written notice at the end of that period.

## 18. **Audit and compliance**

18.1 Upon reasonable written notice, the Developer shall provide the Client with such information as is necessary to demonstrate compliance with their data protection obligations under Clause 13. Any such request shall be limited to a review of digital documentation and shall be conducted at the Client's sole expense.

## 19. **No Waiver**

No failure or delay by either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

**20. Further Assurance**

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

**21. Costs**

Subject to any provisions to the contrary each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

**22. Assignment and Sub-Contracting**

22.1 Subject to sub-Clauses 13.6 and 22.2, this Agreement is personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge), sub-licence, or otherwise delegate any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

22.2 The Developer shall be entitled to perform any of the obligations undertaken by it through suitably qualified and skilled sub-contractors. Any act or omission of such sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Developer.

**23. Relationship of the Parties**

Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency, or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

**24. Third Party Rights**

24.1 Unless expressly stated otherwise, no part of this Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

24.2 Subject to this Clause 24 this Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

**25. Notices**

25.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

25.2 Notices shall be deemed to have been duly given:

25.2.1 when delivered, if sent by registered mail during normal business hours;  
or

25.2.2 when sent, if transmitted by e-mail and a successful delivery or read receipt is generated.

In each case notices shall be addressed to the most recent address or e-mail address notified to the other Party.

26. **Entire Agreement**

26.1 Subject to Clause 13, this Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

26.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in this Agreement.

27. **Counterparts**

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

28. **Severance**

In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

29. **Law and Jurisdiction**

29.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

29.2 Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

## **SCHEDULE 1**

### **Website Specification**

#### Website Structure (The "Standard 5")

The Website shall consist of up to five (5) core pages, typically including:

- Home Page: Hero section, USP highlights, and primary Call-to-Action.
- Services Page: Overview of the Client's trade services (e.g., Boiler Repair, Full Rewires).
- About Us/Gallery: A page detailing company history and a visual portfolio of recent work.
- Reviews/Testimonials: Integration of existing customer feedback.
- Contact Page: Contact form, click-to-call buttons, and Google Maps integration.

#### Design & Branding

- Template-Based: The Website will be built using the Developer's professional trade-specific framework.
- Branding: Incorporation of the Client's existing logo and brand colours.
- Mobile Optimization: Fully responsive design for mobile, tablet, and desktop viewing.

#### Functional Features

- Lead Generation: Secure contact form with email notifications.
- Click-to-Call: Phone numbers formatted for one-touch dialling on mobile devices.
- Social Links: Links to the Client's active social media profiles (e.g., Facebook, Checkatrade).

#### SEO & Legal Compliance

- On-Page SEO: Basic SEO setup for local search (e.g., "Plumber in Rugby").
- Legal Pages: Provision of a standard Privacy Policy and Cookie Consent banner.

## **SCHEDULE 2**

### **Managed Service Fees**

Monthly Managed Service Fee: £59.00 per month. Initial setup fee: £0. All fees are payable via Direct Debit. Fees are charged monthly in arrears, with the first payment collected on the first Monthly Anniversary of the Go-Live Date. All subsequent payments shall be collected on the same calendar day of each month thereafter.

### **Migration Fee**

In the event that the Client wishes to terminate this Agreement and transfer the Website to an alternative hosting provider, a Migration Fee shall be payable to the Developer. This fee covers the administrative and technical labour required to package website files, export the database,

and facilitate the domain transfer.

Calculation of the Fee The Migration Fee is calculated based on the "Minimum Build Value" of £708.00 (equivalent to 12 monthly payments). For every month the Client has successfully paid the Monthly Managed Service Fee, the Migration Fee reduces by £59.00.

The Formula: Migration Fee = £708.00 – (Number of Monthly Payments Made × £59.00)

Reference Table

<b>Months of Service Completed</b>	<b>Migration Fee Remaining</b>
0 Months (New Client)	<b>£708.00</b>
3 Months	<b>£531.00</b>
6 Months	<b>£354.00</b>
9 Months	<b>£177.00</b>
<b>12+ Months</b>	<b>£0.00 (Free Transfer)</b>

Upon payment of the Migration Fee or completion of 12 monthly payments, the Developer grants the Client a perpetual, royalty-free license to the Website design and structure for use at a hosting provider of their choice.

**Handover Specification** Upon payment of the Migration Fee (or completion of 12 months of service), the Developer will provide the following "Migration Package" to the Client:

- A full **WordPress Site Export** (e.g., via All-in-One WP Migration or similar).
- A copy of the **SQL Database** and **wp-content** files.

**Note on Third-Party Software:** The Developer’s agency licenses for premium software are provided as part of the managed service only. Upon migration, the Client is responsible for purchasing their own software licenses to continue receiving updates. The Developer is not responsible for the performance or compatibility of the Website on any third-party hosting environment.

**SCHEDULE 3**

**Hosting Specification**

## 1. Infrastructure & Performance

- **Cloud Hosting:** High-performance UK-based cloud hosting optimized for WordPress.
- **SSL Certificate:** Provision and management of an SSL Certificate (HTTPS) to ensure the Website is marked as "Secure" in all browsers.
- **Uptime Monitoring:** 24/7 monitoring to ensure the Website remains accessible to customers.

## 2. Security & Backups

- **Daily Backups:** Automated daily backups of all Website files and databases, stored off-site for disaster recovery.
- **Security Firewall:** Implementation of a hosting-level firewall and malware scanning to protect against hacking attempts.
- **Core Updates:** Monthly management of the Content Management System, Theme, and Plugin updates to ensure the site remains stable and secure.

**3. Content Maintenance (The "30-Minute Rule")** The Monthly Fee includes up to 30 minutes of Developer time per month for minor content updates. This is designed to keep your site fresh without extra costs.

- **Included:** Changing a phone number, uploading a new photo to a gallery, updating a price list, or changing a few lines of text.
- **Excluded:** Building new pages, adding complex new features (like an e-commerce shop), or full-scale design overhauls.
- **Unused Time:** Monthly maintenance time does not "roll over" to the following month.

## 4. Technical Support

- **Email Support:** Support for technical issues related to the Website or Hosting environment.
- **Response Time:** We aim to respond to all support requests within 1 Business Day.
- **Exclusions:** This service does not include support for the Client's personal hardware (PCs, Laptops), third-party email providers (e.g., Outlook/Gmail setup), or internet connectivity issues.

## SCHEDULE 4

### Third-Party Software

Category	Description / Specification
Core CMS	Open-source Content Management System
Visual Builder	Professional-grade visual editor and theme engine.
Performance Tools	Speed optimization and caching software.

Category	Description / Specification
Security Suite	Firewall, SSL, and malware protection tools.
License Provision	All premium software is provided via the Developer's active agency licenses for the duration of the service.

## SCHEDULE 5

### Developer's Data Protection

See <https://warwickshire-web.co.uk/privacy-policy>

## SCHEDULE 6

### Data Processing

**Scope** The processing involves the storage and management of digital data submitted by users through the Client's Website. This includes hosting the Website on secure servers and maintaining the database where enquiry information is held.

**Nature** Automated collection, storage, and retrieval of data. The Developer acts as a "Processor" by providing the infrastructure and maintenance required for the Client (the "Controller") to receive and manage business enquiries.

**Purpose** To facilitate communication between the Client and their prospective customers (Website Users) and to ensure the technical security and performance of the Website.

**Duration** For the duration of this Agreement and for a period of 6 years following termination to allow for the secure disposal or transfer of data.

### Types of Personal Data

- Names and business names.
- Email addresses.
- Telephone and mobile numbers.
- Physical or site addresses.
- IP addresses and basic browser metadata (for security and anti-spam purposes), including data processed by Google reCAPTCHA v3 for automated fraud and spam prevention.

### Categories of Data Subject

- Visitors to the Client's Website.
- Prospective and existing customers of the Client.

### Organisational and Technical Data Protection Measures

- **SSL Encryption:** All data in transit is encrypted via HTTPS.
- **Firewalls:** Server-level firewalls and malware scanning are active 24/7.
- **Access Control:** The Developer uses strong, unique passwords and Two-Factor Authentication (2FA) for administrative access.

- **Backups:** Automated daily backups stored in a secure, encrypted off-site environment.
- **Infrastructure:** Website data is hosted on professional UK/EU-based cloud servers which maintain their own high-level security certifications.
- **Payment Processor:** Secure third-party payment gateway