



HOURLY RATE

Services Agreement

Flexible, transparent support from Webxxs for work that sits outside a fixed-price package or subscription — billed only for the time we spend, at clearly agreed rates.

Agreement details	
Agreement reference	_____
Date of agreement	_____
Prepared by	_____, Webxxs Services Ltd

Parties

Supplier	Client
Webxxs Services Ltd (trading as Webxxs) Company no. 17077640 (England and Wales) Suite A, 82 James Carter Road Mildenhall, Bury St Edmunds IP28 7DE contact@webxxs.com Tel: +44 115 647 3819	_____ Company no. _____ _____ _____ _____

Together "the parties". In this Agreement, "Webxxs", "we", "us" and "our" mean Webxxs Services Ltd, and "the Client", "you" and "your" mean the business named above.

Background

- A. Webxxs provides website design, CRM implementation, marketing automation and digital growth services to UK businesses.
- B. The Client wishes to engage Webxxs, from time to time, to carry out work that is not covered by a fixed-price package, project agreement or subscription, and to pay for that work on a time-spent basis.
- C. This Agreement sets out the terms on which that work will be requested, carried out, charged and paid for.

1. Definitions and interpretation

1.1 In this Agreement:

"Agreement" means this Hourly Rate Services Agreement, including its Schedules and the documents incorporated by reference in clause 2.

"Approved Cap" means the maximum number of hours or maximum value of fees the Client has authorised for a Work Request or billing period, as recorded in Schedule 2 or agreed in writing.



"Business Day" means Monday to Friday, excluding bank and public holidays in England.

"Business Hours" means 9:00am to 5:30pm on a Business Day.

"Deliverables" means any output created by Webxxs specifically for the Client under this Agreement.

"Hourly Rates" means the rates set out in Schedule 1, as updated under clause 5.

"Pre-existing Materials" means materials, code, templates, workflows, methods, know-how and tools owned or licensed by Webxxs before or independently of this Agreement.

"Services" means the work carried out by Webxxs in response to Work Requests.

"Website Policies" means the documents published on webxxs.com and listed in clause 2.2.

"Work Request" means a request by the Client for Webxxs to carry out work under this Agreement, made by email, through the Webxxs client portal or ticketing system, or confirmed in writing following a call or meeting.

"Writing / written" means includes email, but not text messages, WhatsApp or social media messages unless confirmed by email.

- 1.2 Headings do not affect interpretation. Words such as "including" and "for example" do not limit the words before them. A reference to a law includes that law as amended or replaced.

2. Webxxs Terms, Website Policies and order of precedence

- 2.1 This Agreement incorporates the Webxxs Sales Terms and Conditions published at webxxs.com/terms-conditions ("the Webxxs Terms"), in the version in force on the date of this Agreement. By signing, the Client confirms it has read and accepts them.
- 2.2 The following Website Policies also apply to the Services, in the version in force on the date of this Agreement:

Policy	Where to find it
Privacy Policy	webxxs.com/privacy-policy
GDPR Policy	webxxs.com/gdpr-policy
Response Time Policy	webxxs.com/response-time-policy
Complaints Policy & Escalation Procedure	webxxs.com/complaints-policy
Abuse Reporting Policy	webxxs.com/abuse-reporting-policy

- 2.3 If there is any conflict between documents, they take priority in this order: (a) Schedule 2 (Engagement Details); (b) the main body of this Agreement; (c) Schedule 1 (Hourly Rates); (d) the Webxxs Terms; (e) the Website Policies.
- 2.4 Webxxs may update the Webxxs Terms and Website Policies from time to time. An update will apply to this Agreement only if Webxxs gives the Client at least 30 days' written notice of the change and the Client does not terminate under clause 15.2 before it takes effect. Changes required by law may take effect immediately.



- 2.5** The Client's own terms of business, purchase order terms or similar do not apply, even if referred to in a purchase order or other document, unless Webxxs agrees otherwise in writing signed by a Director.

3. How work is requested and carried out

- 3.1** The Client may submit Work Requests at any time during the term of this Agreement. Each Work Request should describe the work needed, any deadline, and any limit on time or cost.
- 3.2** Webxxs is not obliged to accept a Work Request. Webxxs will confirm acceptance in writing and, where reasonably practicable, provide an estimate of the time required and the rate tier that will apply.
- 3.3** Estimates are given in good faith based on the information available at the time. They are not fixed quotes and do not bind Webxxs unless expressly described in writing as a "fixed price".
- 3.4** Webxxs will carry out the Services with reasonable skill and care, in line with good industry practice, and will aim to meet any agreed timescales. Timescales are estimates unless expressly agreed in writing as fixed.
- 3.5** Webxxs decides the method, tools and order in which work is carried out, and may use suitably qualified employees or subcontractors. Webxxs remains responsible for work carried out by its subcontractors.
- 3.6** Response times for Work Requests follow the Response Time Policy unless Schedule 2 states otherwise.

4. Hourly Rates and how time is charged

- 4.1** Webxxs will charge for time spent on the Services at the Hourly Rates in Schedule 1. There are two rate tiers:
- (a) Specialist Rate (£150 per hour) — strategy, consultancy, CRM architecture and configuration, HubSpot work, automation and workflow builds, website design and development, integrations, technical troubleshooting, SEO/AEO work, training and any work led by a Director.
 - (b) Administration & Support Rate (£30 per hour) — routine administration, content uploads and minor text or image edits, data entry and data cleansing, account housekeeping and general support tasks that do not require specialist skills.
- 4.2** Webxxs will decide, acting reasonably, which tier applies to each task and will state the tier in any estimate. Where a single Work Request includes both types of task, each will be charged at its own rate.
- 4.3** Time is recorded and charged in 15-minute increments, rounded up to the next increment. Time includes work carried out, related research, testing, communication about the Work Request (including calls, meetings and emails), and project management.
- 4.4** A minimum charge applies to each accepted Work Request: one hour at the Specialist Rate, or 30 minutes at the Administration & Support Rate.
- 4.5** Where the Client asks for work to be carried out outside Business Hours, or to be turned around within one Business Day, a 50% uplift applies to the relevant Hourly Rate for that work. Webxxs will confirm before applying an uplift.



- 4.6** Travel time for on-site work is charged at the Administration & Support Rate. Mileage is charged at 45p per mile. Other expenses (such as parking, accommodation or third-party costs) are charged at cost, and only where approved by the Client in advance.
- 4.7** Webxxs is not currently registered for VAT, so no VAT is charged on the Hourly Rates. If Webxxs becomes VAT registered, it will give the Client at least 30 days' written notice, and VAT will then be added at the applicable rate to all fees invoiced from the date of registration.

5. Rate review

- 5.1** Webxxs may review its Hourly Rates once in any 12-month period. Webxxs will give the Client at least 30 days' written notice of any increase.
- 5.2** Any work accepted before the increase takes effect will be charged at the rate in force when it was accepted. Prepaid Hour Blocks purchased before the increase will be honoured at the original rate until they expire.

6. Estimates, Approved Caps and cost control

- 6.1** The Client may set an Approved Cap for any Work Request or for each monthly billing period. If no cap is set, Webxxs may carry out accepted Work Requests without a cap, but will provide an estimate where reasonably practicable.
- 6.2** Webxxs will notify the Client in writing when time spent reaches 80% of an Approved Cap or estimate.
- 6.3** Webxxs will not exceed an Approved Cap without the Client's written approval. If approval is not given, Webxxs may pause the work, and the Client will pay for all time spent up to that point.
- 6.4** Where an estimate is exceeded because of information that was inaccurate or incomplete, changes requested by the Client, delays caused by the Client, or third-party issues outside Webxxs's control, the additional time is chargeable, subject to clause 6.3.

7. Billing options and payment

- 7.1** The Client will choose one of the following billing options in Schedule 2:
- (a) **Prepaid Hour Blocks** — the Client buys a block of hours in advance (minimum five hours). Time is deducted from the block as it is used, at the applicable rate tier. Blocks must be paid before work starts, are valid for six months from the date of payment, and unused time expires at the end of that period. Blocks are non-refundable except as set out in clause 15.5.
 - (b) **Monthly in Arrears** — Webxxs invoices by the fifth Business Day of each month for time spent in the previous month. Each invoice will include a summary of time recorded. Webxxs may require a deposit or advance payment for any Work Request estimated at more than ten hours.
- 7.2** Invoices are payable in full within seven days of the invoice date, without set-off or deduction.
- 7.3** Payment may be made by bank transfer, card or Direct Debit through Webxxs's payment provider (currently Stripe), against invoices issued through Webxxs's accounting or CRM system (currently Xero or HubSpot). Where the Client sets up a Direct Debit mandate, the Client authorises Webxxs to collect each invoice on or after its due date. The Direct Debit Guarantee provided through the payment provider applies.



- 7.4** If the Client disputes an invoice in good faith, it must notify Webxxs in writing within seven days of the invoice date, giving reasons. The undisputed amount remains payable on time. The parties will work together promptly to resolve the dispute.
- 7.5** If any amount is not paid when due, Webxxs may, without affecting its other rights:
- (a) charge interest and fixed-sum compensation under the Late Payment of Commercial Debts (Interest) Act 1998, at 8% a year above the Bank of England base rate, from the due date until payment;
 - (b) suspend some or all of the Services (and any other services Webxxs provides to the Client) on giving three days' written notice, until all overdue amounts are paid; and
 - (c) withhold handover of any Deliverables, credentials or access that Webxxs controls, until all overdue amounts are paid, except where withholding would breach data protection law or leave the Client unable to access its own data.
- 7.6** The Client will reimburse Webxxs's reasonable costs of recovering overdue sums, including collection agency and legal costs.

8. Client responsibilities

- 8.1** The Client will:
- (a) provide clear Work Requests and accurate, complete information, content and instructions;
 - (b) give Webxxs timely access to the systems, accounts and people needed to carry out the work, and nominate a decision-maker with authority to approve work and costs;
 - (c) share passwords and credentials only by a secure method agreed with Webxxs (such as a password manager or a platform's own user-invite feature), and never in plain email or messaging apps;
 - (d) keep its own up-to-date backups of its website, data and systems before work begins, unless backup is expressly included in a separate Webxxs service;
 - (e) hold, and pay for, valid licences and subscriptions for any third-party software or platform the Services involve; and
 - (f) make sure that any content, data or materials it provides are lawful, accurate, and do not infringe anyone else's rights, and that it has a lawful basis under data protection law for any personal data it asks Webxxs to process.
- 8.2** Webxxs is not responsible for any delay or additional cost caused by the Client not meeting these responsibilities. Time spent waiting for, chasing or correcting information is chargeable.

9. Third-party platforms

- 9.1** The Services may involve third-party platforms such as HubSpot, Wix, Google, Microsoft, Netlify, Stripe, Meta and domain registrars. Webxxs is independent of these providers and is not affiliated with, endorsed by or sponsored by them.
- 9.2** The Client's use of third-party platforms is governed by those providers' own terms. Webxxs is not responsible for their availability, performance, pricing, security, policy changes, or changes to their features or integrations.



- 9.3** Work needed because a third-party provider changes its platform is new work, chargeable at the Hourly Rates.

10. Intellectual property

- 10.1** Webxxs retains ownership of all Pre-existing Materials. Where Pre-existing Materials are included in the Deliverables, Webxxs grants the Client a non-exclusive, perpetual, royalty-free licence to use them as part of the Deliverables for the Client's own business, once the relevant fees are paid in full.
- 10.2** Ownership of the intellectual property rights in the Deliverables passes to the Client only when all fees for the work that created them have been paid in full. Until then, the Client has a licence to use the Deliverables, which Webxxs may withdraw if payment is not made when due.
- 10.3** Third-party materials (such as stock images, fonts, plugins, themes and software) remain subject to their own licence terms.
- 10.4** Unless the Client asks otherwise in writing, Webxxs may refer to the Client by name, and display non-confidential work, in its portfolio, case studies and marketing.

11. Confidentiality

- 11.1** Each party will keep confidential all information about the other party's business, clients, systems, processes, pricing and data that it receives in connection with this Agreement, and will use it only to perform this Agreement.
- 11.2** This does not apply to information that is or becomes public (other than through a breach of this clause), was already lawfully known to the receiving party, is independently developed, or must be disclosed by law or a regulator.
- 11.3** This clause continues for five years after this Agreement ends.

12. Data protection

- 12.1** Each party will comply with the UK General Data Protection Regulation, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 ("Data Protection Law").
- 12.2** Where Webxxs processes personal data on the Client's behalf, the Client is the controller and Webxxs is the processor. Webxxs will: process the data only on the Client's documented instructions; ensure people with access are bound by confidentiality; apply appropriate technical and organisational security measures; use sub-processors only under written terms giving equivalent protection (the Client authorises Webxxs's use of the platforms needed to deliver the Services); assist the Client with data subject requests and security obligations; notify the Client without undue delay, and in any event within 48 hours, of becoming aware of a personal data breach; delete or return the data at the end of the Services; and provide information reasonably needed to show compliance.
- 12.3** Further details are set out in the Webxxs GDPR Policy and Privacy Policy. Where Webxxs hosts email, domains or data for the Client, the separate Webxxs Domain, Hosting and Email Authority Agreement, including its Data Processing Schedule, will apply.

13. Warranties and outcomes

- 13.1** Each party confirms it has the authority to enter into this Agreement.



- 13.2** Webxxs will perform the Services with reasonable skill and care. Webxxs does not guarantee any particular result, including revenue, leads, conversion rates, search engine or AI-search rankings, or uninterrupted or error-free operation of any system.
- 13.3** Webxxs provides business-to-business services only. The Client confirms that it is entering into this Agreement in the course of its business and not as a consumer.

14. Limitation of liability

- 14.1** Nothing in this Agreement limits or excludes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be limited or excluded by law.
- 14.2** Subject to clause 14.1, Webxxs will not be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any: loss of profit, revenue, sales or business; loss of anticipated savings; loss of goodwill or reputation; loss or corruption of data where the Client has not kept backups in line with clause 8.1(d); or indirect or consequential loss.
- 14.3** Subject to clause 14.1, Webxxs's total liability arising out of or in connection with this Agreement in any 12-month period is limited to the total fees paid by the Client under this Agreement in the 12 months immediately before the event giving rise to the claim.
- 14.4** Webxxs is not liable for any loss caused by the Client's instructions, the Client's materials, the acts or omissions of third-party platforms, or the Client's failure to meet its responsibilities under clause 8.
- 14.5** The Client will indemnify Webxxs against all losses, costs and liabilities arising from any claim that materials or data supplied by the Client, or work carried out on the Client's instructions, infringe a third party's rights or breach any law.
- 14.6** The parties agree that these limits are reasonable, having regard to the Hourly Rates, the nature of the Services and the availability of insurance.

15. Term and termination

- 15.1** This Agreement starts on the date it is signed by both parties and continues until terminated under this clause.
- 15.2** Either party may terminate this Agreement at any time by giving at least 30 days' written notice to the other.
- 15.3** Either party may terminate this Agreement immediately by written notice if the other party: commits a material breach which is not remedied within 14 days of being asked in writing to remedy it; or becomes insolvent, enters administration, liquidation or a voluntary arrangement, has a receiver appointed, or ceases to trade.
- 15.4** Webxxs may terminate this Agreement immediately by written notice if any amount is more than 30 days overdue, or if the Client uses the Services in breach of the Abuse Reporting Policy or the law.
- 15.5** On termination for any reason, the Client will pay for all work carried out up to the termination date, and all outstanding invoices become immediately due. Unused Prepaid Hour Blocks are non-refundable, except that where Webxxs terminates under clause 15.2, or the Client terminates under clause 15.3 because of Webxxs's breach, Webxxs will refund the unused hours at the rate paid.



- 15.6** On termination, and once all sums due are paid, Webxxs will hand over completed Deliverables and return or delete Client data and credentials in line with clause 12. Webxxs will remove its own access to Client systems, and the Client should change any shared passwords.
- 15.7** Clauses 7, 10, 11, 12, 14, 15.5 to 15.7, 16, 18, 19 and 20 continue after this Agreement ends.

16. Non-solicitation

- 16.1** During this Agreement and for 12 months after it ends, the Client will not, without Webxxs's written consent, directly or indirectly engage, employ or solicit any employee or subcontractor of Webxxs who has been involved in providing the Services.
- 16.2** If the Client breaches clause 16.1, it will pay Webxxs a fee equal to 25% of that person's first-year salary or fees, as a genuine pre-estimate of Webxxs's recruitment, replacement and training costs.

17. Events outside our control

- 17.1** Neither party is liable for any delay or failure to perform caused by events beyond its reasonable control, including platform or hosting outages, cyber-attacks, internet or power failures, extreme weather, pandemic, industrial action or government action. This does not excuse the Client's obligation to pay for work already carried out.
- 17.2** If an event of this kind continues for more than 30 days, either party may terminate this Agreement by written notice.

18. Complaints and disputes

- 18.1** If the Client is unhappy with any part of the Services, it should first follow the Webxxs Complaints Policy & Escalation Procedure.
- 18.2** If a dispute is not resolved within 30 days of being raised, the parties will consider in good faith resolving it through mediation before starting court proceedings, except where urgent relief is needed or to recover unpaid invoices.

19. General

- 19.1** Entire agreement: this Agreement, together with the documents referred to in clause 2, is the entire agreement between the parties about its subject matter. Each party confirms it has not relied on any statement not set out in this Agreement.
- 19.2** Variation: changes to this Agreement are effective only if agreed in writing by both parties, except for changes made under clauses 2.4 and 5.
- 19.3** Assignment: the Client may not transfer its rights or obligations without Webxxs's written consent. Webxxs may transfer this Agreement to a group company or to a successor to its business, on written notice.
- 19.4** Notices: notices must be in writing and sent by email to the addresses in this Agreement (or as updated by notice). An email is treated as received at the time it is sent if within Business Hours, or otherwise at 9:00am on the next Business Day.
- 19.5** Third-party rights: no one other than the parties has any right to enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999.



- 19.6** Severance: if any part of this Agreement is found invalid or unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the rest of the Agreement is unaffected.
- 19.7** Waiver: a failure or delay in exercising a right does not waive that right.
- 19.8** Relationship: nothing in this Agreement creates a partnership, joint venture or employment relationship.
- 19.9** Electronic signature: this Agreement may be signed electronically (including through PandaDoc) and in counterparts. Electronic signatures are binding and have the same effect as handwritten signatures.

20. Governing law and jurisdiction

- 20.1** This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, is governed by the law of England and Wales.
- 20.2** The courts of England and Wales have exclusive jurisdiction to settle any such dispute or claim.

Signatures

By signing below, each party agrees to be bound by this Agreement, including the Webxxs Terms and Website Policies referred to in clause 2.

Signed for Webxxs Services Ltd		Signed for the Client	
Signature		Signature	
Name	Ash Clifflen	Name	_____
Position	Director	Position	_____
Date		Date	



Schedule 1 — Hourly Rates

Rate tier	Rate	Typical work
Specialist Rate	£150 per hour	Strategy and consultancy; HubSpot and CRM architecture and configuration; automation and workflow builds; website design and development; integrations and APIs; technical troubleshooting; SEO/AEO; training; Director-led work.
Administration & Support Rate	£30 per hour	Routine administration; content uploads and minor edits; data entry and cleansing; account housekeeping; general support tasks.
Out-of-hours / urgent uplift	+50%	Work requested outside Business Hours, or to be completed within one Business Day (clause 4.5).
Travel	Admin rate + 45p/mile	Travel time for on-site work, plus mileage (clause 4.6).

Charging increment: 15 minutes, rounded up. Minimum charge per Work Request: 1 hour (Specialist) or 30 minutes (Administration & Support). Webxxs is not currently VAT registered (clause 4.7).

Schedule 2 — Engagement Details

To be completed for this Client. Where this Schedule conflicts with the main Agreement, this Schedule takes priority.

Item	Details
Billing option (clause 7.1)	☐ Prepaid Hour Block — _____ hours ☐ Monthly in Arrears
Approved Cap (clause 6)	_____
Payment method	☐ Direct Debit (Stripe) ☐ Card ☐ Bank transfer
Client purchase order number (if any)	_____
Client decision-maker	_____, _____
Client invoice email	_____
Webxxs contact	Ash Clifflen, Director & CRM Architect — contact@webxxs.com — +44 115 647 3819 (mobile +44 7572 750046)
Special terms (if any)	_____