MONTHLY SUPPORT

Subscription Agreement

Ongoing care, optimisation and support that keeps your website and systems secure, up to date and generating leads after launch — paid by Direct Debit, with clear allowances, response times and notice terms.

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 ongoing website maintenance, optimisation, CRM monitoring and growth support to UK businesses through monthly and annual subscription plans, as published at webxxs.com/pricing.

B. The Client wishes to subscribe to the plan selected in Schedule 1 for the websites and systems listed in Schedule 3.

C. This Agreement sets out what the subscription includes, how it is paid for by Direct Debit, and how it can be changed or ended.

1. Definitions and interpretation

1.1 In this Agreement:

"Agreement" means this Monthly Support Subscription Agreement, including its Schedules and the documents incorporated by reference in clause 2.

"Annual Plan" means a Plan paid yearly in advance, as selected in Schedule 1.

"Billing Date" means the day of each month (for a Monthly Plan) or year (for an Annual Plan) on which fees fall due, being the same day of the month as the Commencement Date unless Schedule 3 states otherwise.

"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.

"Commencement Date" means the date the Subscription starts, as set out in Schedule 3.

"Covered Systems" means the websites, CRM portals and other systems listed in Schedule 3 to which the Subscription applies.

"Custom Plan" means a Plan agreed specifically for the Client, with the inclusions and fees set out in Schedule 3.

"Hourly Rates" means the Webxxs Specialist Rate of £150 per hour and Administration & Support Rate of £30 per hour, as updated from time to time on 30 days' written notice.

"Monthly Allowance" means any time allowance or number of tasks included in the Plan each month, as set out in Schedule 2 or Schedule 3.

"Monthly Plan" means a Plan paid monthly in advance, as selected in Schedule 1.

"Notice Period" means the minimum notice period of three calendar months described in clause 11.

"Out-of-Scope Work" means any work not included in the Plan or that exceeds the Monthly Allowance.

"Plan" means the subscription plan selected in Schedule 1.

"Subscription" means the Client's subscription to the Plan under this Agreement.

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

"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 Subscription, in the version in force from time to time:

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 3 (Subscription Details); (b) the main body of this Agreement; (c) Schedules 1 and 2; (d) the Webxxs Terms; (e) the Website Policies.

2.4 Because this is an ongoing Subscription, Webxxs may update the Webxxs Terms and Website Policies by giving the Client at least 30 days' written notice. An update will not reduce the services included in the Client's Plan or increase its fees, except under clause 9. 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.

2.6 Where the Client subscribes through a Webxxs online payment link, this Agreement sets out the full terms of the Subscription and applies from the date of the first payment, whether or not it has been signed, provided it was made available to the Client before or at the point of purchase.

3. The services

3.1 From the Commencement Date, Webxxs will provide the services included in the Plan (as described in Schedule 2, or in Schedule 3 for a Custom Plan) for the Covered Systems.

3.2 Webxxs will carry out the services with reasonable skill and care, in line with good industry practice, and may use suitably qualified employees or subcontractors. Webxxs remains responsible for work carried out by its subcontractors.

3.3 Webxxs decides how and when routine tasks (such as updates, checks and reports) are scheduled during each month.

3.4 Plans that include hosting, domain management or email services are also subject to the Webxxs Domain, Hosting and Email Authority Agreement, which the Client must sign before those services begin.

4. Monthly Allowances

4.1 Where a Plan includes a Monthly Allowance, the Client may use it for tasks within the scope of the Plan, such as minor content edits, image changes and small configuration updates.

4.2 Time is recorded in 15-minute increments. Unused Monthly Allowance does not roll over to the next month, cannot be transferred between Covered Systems, and has no cash value.

4.3 Where a request will exceed the remaining Monthly Allowance, Webxxs will tell the Client before starting and the excess will be charged at the Hourly Rates, unless the Client asks Webxxs to hold the work over to the next month.

4.4 Larger pieces of work (such as new pages, new features, redesigns or new integrations) are Out-of-Scope Work even if Monthly Allowance remains. Webxxs will quote for them separately.

5. Support requests and response times

5.1 The Client should raise support requests by email to contact@webxxs.com or through any client portal or ticketing system Webxxs provides. Plans that include phone or WhatsApp support may also use those channels, but urgent issues should always be confirmed by email.

5.2 Webxxs will respond to requests within the response time for the Client's Plan, as set out in Schedule 2 and the Response Time Policy. Response times apply during Business Hours and mean the time to acknowledge and begin assessing a request, not the time to resolve it.

5.3 Webxxs will use reasonable efforts to resolve issues promptly, prioritising those that stop a Covered System from working.

6. What is not included

6.1 Unless expressly included in the Plan, the Subscription does not include:

(a) new pages, sections, features, designs or redesigns;

(b) copywriting, blog writing, photography or video beyond the Monthly Allowance;

(c) new integrations, or rebuilding integrations after a third-party provider changes its service;

(d) fixing problems caused by the Client, its staff or other suppliers editing the Covered Systems, or by plugins, apps or code not installed by Webxxs;

(e) recovery from security incidents caused by the Client's failure to follow reasonable security advice (such as sharing passwords or refusing two-factor authentication);

(f) paid advertising management, ad spend or marketing content production; and

(g) the cost of any third-party licences, subscriptions, plugins, domains or hosting not stated in the Plan.

6.2 Webxxs will carry out Out-of-Scope Work at the Hourly Rates, or for a fixed price if quoted, once the Client approves it in writing.

7. Client responsibilities

7.1 The Client will:

(a) give Webxxs the access it needs to the Covered Systems, using a platform's own user-invite feature or a password manager, and never send passwords by plain email or messaging apps;

(b) keep its own third-party subscriptions (such as website hosting, HubSpot and other software licences) active and paid, unless Webxxs supplies them under the Plan;

(c) tell Webxxs promptly about any change it or another supplier makes to the Covered Systems, and about any suspected security issue;

(d) follow Webxxs's reasonable security advice, including using strong passwords and two-factor authentication;

(e) make sure that any content it asks Webxxs to publish is accurate, lawful and owned or licensed by the Client; and

(f) keep its contact and billing details up to date.

7.2 Webxxs is not responsible for any failure, delay or additional cost caused by the Client not meeting these responsibilities.

8. Fees and Direct Debit

8.1 The fees for the Plan are set out in Schedule 1 (or Schedule 3 for a Custom Plan). Monthly Plans are payable monthly in advance on each Billing Date. Annual Plans are payable in full, in advance, on the Commencement Date and on each annual renewal.

8.2 Before the Commencement Date, the Client will set up a Direct Debit mandate through Webxxs's payment provider (currently Stripe), using the authorisation link Webxxs sends. Fees will be collected by Direct Debit on each Billing Date from the start of the Subscription, against invoices or payment requests issued through Webxxs's accounting or CRM system (currently Xero or HubSpot). Webxxs may agree in writing to accept card payment instead, particularly for Annual Plans.

8.3 The Direct Debit Guarantee provided through the payment provider applies. The Client will receive advance notice of the amount and date of each collection as required by the Direct Debit scheme rules.

8.4 Cancelling the Direct Debit mandate does not cancel the Subscription or this Agreement. The Subscription can only be ended under clauses 11 and 12, and any fees that fall due after a mandate is cancelled remain payable as a debt.

8.5 If a collection fails, Webxxs will notify the Client and may re-attempt collection. If payment is not received within seven days of the Billing Date, Webxxs may, without affecting its other rights: (a) suspend the services on written notice until payment is received; (b) 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; and (c) recover its reasonable costs of collection. Fees continue to fall due during any suspension.

8.6 Webxxs is not currently registered for VAT, so no VAT is charged on the fees. 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 from the date of registration.

8.7 Fees are non-refundable, including for any month or year in which the Client does not use the services, except where clause 12.4 applies.

9. Price review

9.1 Webxxs may increase the fees for the Plan no more than once in any 12-month period, by giving the Client at least 60 days' written notice. For Annual Plans, any increase will apply only from the next renewal.

9.2 If the Client does not accept an increase, it may give notice under clause 11. Fees during the Notice Period will be charged at the rate in force before the increase.

10. Term and renewal

10.1 Monthly Plans start on the Commencement Date and continue on a rolling monthly basis with no fixed end date, until ended under clause 11 or 12.

10.2 Annual Plans start on the Commencement Date and run for 12 months. They then renew automatically for further 12-month periods unless ended under clause 11 or 12. Webxxs will remind the Client of each upcoming renewal at least 30 days before the latest date for giving notice.

11. Cancellation by the Client

11.1 Monthly Plans: the Client may end the Subscription at any time by giving at least three calendar months' written notice to contact@webxxs.com (the Notice Period). The Subscription will end on the first Billing Date after the Notice Period has expired. Webxxs will continue to provide the services, and the Client will continue to pay the fees by Direct Debit, during the Notice Period.

11.2 Payment in lieu of notice: alternatively, the Client may end the Subscription sooner by paying, in a single payment, the fees that would have been payable for the remainder of the Notice Period. The Subscription then ends at the end of the current billing period, or on the date the Client asks if later. This is an option for the Client's benefit, and the payment represents fees for the Notice Period, not a penalty.

11.3 Annual Plans: the Client may stop an Annual Plan from renewing by giving at least three calendar months' written notice before the renewal date. If notice is given later, the Plan will renew for a further 12 months. The Client may not end an Annual Plan part-way through a 12-month period, except under clause 12.4.

11.4 Changing plans: the Client may upgrade to a higher Plan at any time, taking effect from the next Billing Date. The Client may move to a lower Plan by giving one month's written notice, taking effect from the first Billing Date after that notice. Changing Plans does not count as cancellation.

11.5 The Client acknowledges that the Notice Period reflects the time Webxxs reserves for the Client's account, the monitoring and set-up already invested in the Covered Systems, and the planning needed to hand the systems back safely, and that it has had the opportunity to consider this term before subscribing.

12. Suspension and termination

12.1 Webxxs may suspend some or all of the services immediately if the Client uses a Covered System in breach of the Abuse Reporting Policy or the law, or if suspension is needed to protect the security of the Covered Systems or Webxxs's other clients.

12.2 Webxxs may terminate this Agreement immediately by written notice if any fees are more than 30 days overdue. In that case, the fees for the Notice Period (or, for an Annual Plan, the remainder of the current 12-month period) become immediately payable, as if the Client had given notice on the date of termination.

12.3 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.

12.4 If the Client terminates under clause 12.3 because of Webxxs's breach or insolvency, no Notice Period fees are payable, and Webxxs will refund any fees paid in advance for the period after termination. Webxxs may also end any Subscription by giving the Client three calendar months' written notice, in which case Webxxs will refund any fees paid in advance for the period after the Subscription ends.

13. When the Subscription ends

13.1 When the Subscription ends, and once all sums due have been paid, Webxxs will: provide a final backup of each Covered System where the Plan includes backups and the platform allows; confirm

that the Client has owner-level access to the Covered Systems; remove its own access; and return or delete Client data in line with clause 16.

13.2 Hosting, domain and email services are handed over in line with the Webxxs Domain, Hosting and Email Authority Agreement.

13.3 Webxxs can help with a handover to another supplier at the Hourly Rates. All outstanding fees become immediately due on termination.

13.4 Clauses 8, 11.2, 12.2, 12.4, 13, 14, 15, 16, 18, 19, 21, 22 and 23 continue after this Agreement ends.

14. Intellectual property

14.1 Webxxs retains ownership of its Pre-existing Materials, meaning materials, code, templates, workflows, report formats, methods, know-how and tools owned or licensed by Webxxs before or independently of this Agreement. The Client may use any Pre-existing Materials included in its Covered Systems for its own business.

14.2 Ownership of content and changes created specifically for the Client under this Agreement passes to the Client once the fees for the relevant period have been paid. Third-party materials remain subject to their own licence terms.

14.3 Unless the Client asks otherwise in writing, Webxxs may refer to the Client by name and describe non-confidential work in its portfolio, case studies and marketing.

15. Confidentiality

15.1 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.

15.2 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. This clause continues for five years after this Agreement ends.

16. Data protection

16.1 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").

16.2 The Client is the controller of personal data held in the Covered Systems. Where Webxxs processes that data on the Client's behalf, Webxxs acts as processor and 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 within 30 days of the Subscription ending; and provide information reasonably needed to show compliance.

16.3 Further details are set out in the Webxxs GDPR Policy and Privacy Policy.

17. Warranties and outcomes

17.1 Each party confirms it has the authority to enter into this Agreement.

17.2 Webxxs does not guarantee any particular business result, including revenue, leads, conversion rates, or search engine or AI-search rankings, or that the Covered Systems will be uninterrupted, error-free or immune from security threats. Security checks and backups reduce risk but cannot remove it.

17.3 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.

18. Limitation of liability

18.1 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.

18.2 Subject to clause 18.1, 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 of search rankings or traffic; loss or corruption of data, except to the extent that backups are included in the Plan and Webxxs failed to take them; or indirect or consequential loss.

18.3 Subject to clause 18.1, 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.

18.4 Webxxs is not liable for any loss caused by the Client's instructions or content, changes made by the Client or other suppliers, third-party platforms and hosting providers, or the Client's failure to meet its responsibilities under clause 7.

18.5 The parties agree that these limits are reasonable, having regard to the fees, the nature of the services and the availability of insurance.

19. Non-solicitation

19.1 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.

19.2 If the Client breaches clause 19.1, 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.

20. Events outside our control

20.1 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 fees.

20.2 If an event of this kind prevents Webxxs from providing the services for more than 30 days, either party may terminate this Agreement by written notice without any Notice Period fees being payable.

21. Complaints and disputes

21.1 If the Client is unhappy with any part of the services, it should first follow the Webxxs Complaints Policy & Escalation Procedure.

21.2 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 fees.

22. General

22.1 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.

22.2 Variation: changes to this Agreement are effective only if agreed in writing by both parties, except for changes made under clauses 2.4, 9 and 11.4.

22.3 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.

22.4 Notices: notices, including notice to cancel, 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. Webxxs will acknowledge every cancellation notice in writing.

22.5 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.

22.6 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.

22.7 Waiver: a failure or delay in exercising a right does not waive that right.

22.8 Relationship: nothing in this Agreement creates a partnership, joint venture or employment relationship.

22.9 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.

23. Governing law and jurisdiction

23.1 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.

23.2 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 Cliffen	Name	_____ _____
Position	Director	Position	_____
Date		Date	

Schedule 1 — Plan Selection

Tick one Plan and one billing option. Current plans are published at webxxs.com/pricing. Notice terms for every Plan are set out in clause 11.

	Plan	Monthly	Annual	Best for
☐	Essential Plan	£249/mo	£2,650/yr	Starter Package clients needing maintenance and peace of mind.
☐	Growth Optimisation Plan	£495/mo	£5,500/yr	Growth Package clients focused on lead generation.
☐	Performance Growth Partner	£995/mo	£10,250/yr	Performance Package clients scaling with systems.
☐	Custom Plan	As in Schedule 3	As in Schedule 3	Bespoke support agreed for the Client.

Billing option: ☐ Monthly by Direct Debit ☐ Annual in advance

Schedule 2 — Plan Inclusions

Included	Essential	Growth Optimisation	Performance Growth Partner
Monthly website updates	✓	✓	✓
Minor content edits (Monthly Allowance)	Up to 30 mins	Up to 30 mins	Up to 30 mins
Security checks & backup monitoring	✓	✓	✓
SEO maintenance & keyword monitoring	Basic	Ongoing SEO & local SEO	Ongoing SEO & local SEO
Google Search Console & Analytics review	✓	✓	✓
Monthly website health check	✓	✓	✓
Landing page & CTA optimisation	—	✓	✓
CRM & automation workflow monitoring	—	✓ (minor updates)	✓
Monthly report	—	Traffic & lead insights	KPI & attribution report
Funnel optimisation & A/B testing	—	—	✓
New CRM workflows & pipeline optimisation	—	—	✓

Included	Essential	Growth Optimisation	Performance Growth Partner
Monthly strategy call with Ash	—	—	✓
Support	Email	Priority	Priority implementation queue
Response time (Business Hours)	48 hours	24 hours	Same Business Day

Schedule 3 — Subscription Details

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

Item	Details
Plan and billing option	_____ — _____
Fee	_____
Commencement Date	_____
Billing Date	_____ of each month / year
Payment method (clause 8.2)	☐ Direct Debit via Stripe (mandate link to be sent) ☐ Card (Annual Plans only)
Covered Systems	_____
Custom Plan inclusions and Monthly Allowance (if applicable)	_____
Hosting, domain or email included?	☐ No ☐ Yes — Domain, Hosting and Email Authority Agreement signed
Client contact for support	_____ _____, _____
Webxxs contact	Ash Cliffen, Director & CRM Architect — contact@webxxs.com — +44 115 647 3819 (mobile +44 7572 750046)
Special terms (if any)	_____