WEBSITE DESIGN

Project Agreement

A clear, fixed-scope agreement for your new website, website redesign or integration project — so you know exactly what you are getting, when, and for how much, and your website becomes a system that generates leads rather than a brochure.

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 designs and builds conversion-focused websites, landing pages and connected lead-capture systems for UK businesses, including redesigns of existing websites and integrations with CRM and other business software.

B. The Client wishes to engage Webxxs to carry out the website project described in Schedule 2, using the package and any optional modules selected in Schedule 1.

C. This Agreement sets out how the project will be delivered, what each party is responsible for, how it is paid for, and what happens at launch and handover.

1. Definitions and interpretation

1.1 In this Agreement:

"Agreement" means this Website Design Project Agreement, including its Schedules and the documents incorporated by reference in clause 2.

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

"Change Request" means any request by the Client to add to, remove from or alter the Specification after this Agreement is signed.

"Client Materials" means all text, images, logos, branding, video, product information, data, login details and other materials supplied by or on behalf of the Client.

"Content Deadline" means the date by which the Client must supply all Client Materials, as set out in Schedule 2.

"Deliverables" means the website, landing pages, designs, configurations, integrations, documentation and other outputs Webxxs creates for the Client under this Agreement.

"Go-Live" means the point at which the Website is made publicly available on the Client's live domain.

"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.

"Integrations" means connections between the Website and third-party software or services (such as HubSpot, booking systems, payment providers, email marketing tools, Zapier or APIs), as listed in Schedule 2.

"Package" means the website package selected in Schedule 1.

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

"Project" means the work described in Schedule 1 and Schedule 2.

"Redesign" means a project to rebuild or materially redesign a website the Client already has, as selected in Schedule 1.

"Revision Round" means a single, consolidated set of written feedback from the Client on a stage of work, which Webxxs then implements.

"Specification" means the description of the Project set out in Schedule 1 (package inclusions) and Schedule 2 (project details), together with any Change Requests agreed in writing.

"Third-Party Services" means software, platforms and services provided by anyone other than Webxxs, including HubSpot, Google, Microsoft, Netlify, Stripe, domain registrars and hosting providers.

"Website" means the website or landing pages to be designed and built 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 Project, 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 (Project Details); (b) the main body of this Agreement; (c) Schedule 1 (Package and Module Selection); (d) the Webxxs Terms; (e) the Website Policies.

2.4 Webxxs may update the Webxxs Terms and Website Policies from time to time. Changes made after this Agreement is signed will not apply to the Project unless the Client agrees in writing, except for changes required by law.

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

3. Scope of the Project

3.1 Webxxs will deliver the Project in line with the Specification. The Package, any optional modules (Redesign and Integrations) and any bespoke elements are selected in Schedule 1 and detailed in Schedule 2.

3.2 Anything not expressly included in the Specification is excluded. Unless listed in Schedule 2, the Project does not include: copywriting beyond that stated in the Package; professional photography or video; logo or brand identity design; paid stock imagery beyond reasonable standard-licence images; translation; e-commerce product uploads beyond 20 products; ongoing hosting, maintenance or marketing; or the cost of any Third-Party Services.

3.3 Bespoke projects (Price on Application) are delivered against the fixed quote and scope set out in Schedule 2, which forms part of the Specification.

3.4 Ongoing support after the post-launch period in clause 10 is not included. It is available through a separate Webxxs Monthly Support Subscription Agreement.

4. Project process and timescales

4.1 The Project will normally follow these stages: (1) discovery and planning; (2) sitemap, content plan and design; (3) build and configuration; (4) testing and Client review; (5) Go-Live; (6) handover, training and post-launch support.

4.2 Webxxs will start the Project once the deposit in clause 9 has been received and will provide a Project plan with target dates within five Business Days of starting.

4.3 All dates, including the target launch date in Schedule 2, are estimates and depend on the Client meeting its responsibilities on time. Time is not of the essence. Webxxs will tell the Client promptly if it expects a material delay.

4.4 Where the Client causes a delay (including late Client Materials, late feedback or late approvals), Webxxs may move the Project to its next available slot in its schedule, which may delay the launch by more than the length of the Client's delay.

4.5 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.

5. Client responsibilities and the Content Deadline

5.1 The Client will:

(a) supply all Client Materials, in a usable format, by the Content Deadline;

(b) nominate one decision-maker with authority to give feedback, approvals and Change Requests on the Client's behalf, and ensure consolidated feedback is given within five Business Days of each request;

(c) give Webxxs timely admin-level access to the domain, hosting, existing website, CRM and any other accounts needed, using a platform's own user-invite feature or a password manager, and never sending passwords by plain email or messaging apps;

(d) open, hold in its own name and pay for all Third-Party Services the Project needs (such as website hosting, HubSpot subscriptions, domain names and booking or payment software), unless Schedule 2 states that Webxxs will supply them;

(e) make sure that all Client Materials are accurate, lawful and owned or licensed by the Client, and that any claims made on the Website (including prices, reviews, testimonials and regulated statements) are true and comply with law and advertising rules; and

(f) check the Website thoroughly at each review stage, including spelling, contact details, prices and legal wording.

5.2 If Client Materials are not supplied by the Content Deadline, Webxxs may, at its choice and after notifying the Client: (a) use placeholder content and continue; (b) launch the Website with the content available and add the rest later at the Hourly Rates; or (c) pause the Project, in which case clause 8 may apply.

5.3 Webxxs is not responsible for any delay, defect or additional cost caused by the Client not meeting these responsibilities. Additional time caused by them is chargeable at the Hourly Rates.

6. Revisions and approvals

6.1 Each Package includes two Revision Rounds at the design stage and two Revision Rounds at the build stage, unless Schedule 2 states otherwise. Feedback should be consolidated into a single written list for each round.

6.2 Revisions are changes within the agreed Specification (for example, adjusting layout, colours, wording or images). Requests that change the structure, add pages or features, or reverse a previously approved decision are Change Requests under clause 7.

6.3 Further Revision Rounds are charged at the Hourly Rates.

6.4 When Webxxs asks the Client to approve a stage, the stage is approved when the Client confirms in writing or, if the Client does not respond with feedback within seven days of the request, at the end of that period, in line with the Webxxs Terms.

6.5 Once the design stage is approved, Webxxs will build the Website to that design. Changing an approved design is a Change Request.

7. Change Requests

7.1 The Client may make a Change Request in writing at any time. Webxxs will respond with the effect on the fees, timescales and Specification.

7.2 A Change Request is binding only when both parties confirm it in writing. Unless a fixed price is quoted, Change Requests are charged at the Hourly Rates and invoiced on the next payment milestone or monthly in arrears, payable within seven days.

7.3 Webxxs may decline Change Requests that are not technically feasible, would breach law or third-party terms, or that it cannot resource within a reasonable period.

8. Paused and dormant projects

8.1 If the Client does not supply Client Materials, feedback, approvals, access or payment that Webxxs has requested for 30 days, after Webxxs has sent at least two written reminders, Webxxs may pause the Project by written notice.

8.2 If a paused Project remains inactive for a further 30 days, Webxxs may close it by written notice. On closure:

(a) the Client will pay for all work completed up to the date of closure, valued at the Hourly Rates, but in any event not less than the deposit and any milestone payments already due, and never more than the total fees for the Project;

(b) Webxxs will hand over the work completed once that payment is made, in line with clause 21; and

(c) if the Client later wishes to restart the Project, a restart fee equal to two hours at the Specialist Rate (£300) will apply, the Project will be scheduled into Webxxs's next available slot, and Webxxs may re-quote any work not yet started.

8.3 The Client acknowledges that Webxxs reserves time in its schedule for each Project, and that this clause reflects the genuine cost to Webxxs of a stalled Project.

9. Fees and payment

9.1 The fees for the Project are set out in Schedule 2. Unless Schedule 2 states a different payment schedule, they are payable as follows:

(a) 50% deposit, payable on signing this Agreement and before any work starts; and

(b) 50% balance, payable on Webxxs confirming the Website is ready for Go-Live and before the Website is launched on the Client's live domain.

9.2 For Bespoke projects and projects with fees over £5,000, Webxxs may agree a milestone payment schedule in Schedule 2. Where the Client pays a package in full through a Webxxs online payment link, no further milestone payments are due for that package.

9.3 Go-Live will take place only once all fees due (including any agreed Change Requests) have been paid in full.

9.4 Invoices are payable within seven days of the invoice date, without set-off or deduction. Payment may be made by bank transfer, card or Direct Debit through Webxxs's payment provider (currently Stripe), against invoices or payment links issued through Webxxs's accounting or CRM system (currently Xero or HubSpot).

9.5 Webxxs is not currently registered for VAT, so no VAT is charged on the fees. If Webxxs becomes VAT registered before the Project is complete, it will give the Client at least 30 days' written notice, and VAT will then be added at the applicable rate to fees invoiced from the date of registration.

9.6 Fees do not include Third-Party Services, which the Client pays directly to the provider unless Schedule 2 states otherwise. Where Webxxs buys a Third-Party Service on the Client's behalf with the Client's agreement, it will be recharged at cost and is non-refundable.

9.7 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; (b) suspend work on giving three days' written notice; and (c) withhold Go-Live, handover, credentials and transfer of ownership until all overdue amounts are paid, except where withholding would breach data protection law or leave the Client unable to access its own data. The Client will reimburse Webxxs's reasonable costs of recovering overdue sums.

9.8 In line with the Webxxs Terms, the deposit and any other payments are non-refundable once work has started, except where Webxxs terminates under clause 20.3 or the Client terminates under clause 20.4 because of Webxxs's breach, in which case Webxxs will refund any fees paid for work not yet carried out.

10. Launch and post-launch support

10.1 Before Go-Live, Webxxs will test the Website on current versions of the major browsers (Chrome, Safari, Edge and Firefox) and on mobile, tablet and desktop screen sizes, and check forms, links and any Integrations.

10.2 After Go-Live, Webxxs will fix, free of charge, any defect reported in writing during the post-launch support period that causes the Website not to work in line with the Specification. The post-launch support period is 14 days for the Starter and Growth packages and 30 days for the Performance package and Bespoke projects, unless Schedule 2 states otherwise.

10.3 Post-launch support does not cover: new features or content; changes caused by the Client or anyone other than Webxxs editing the Website; changes or outages in Third-Party Services; browsers or devices outside clause 10.1; or issues reported after the period ends. These are chargeable at the Hourly Rates or covered under a Monthly Support Subscription.

10.4 The Website is accepted at Go-Live, or when the Client first uses it for business purposes if earlier, subject only to the Client's right to defect fixes under clause 10.2.

11. Website redesigns

11.1 This clause applies where the Redesign module is selected in Schedule 1.

11.2 Webxxs will review the existing website and, where listed in Schedule 2: migrate existing content up to the number of pages stated; set up 301 redirects from the old page addresses to the new ones; and transfer existing tracking, forms and analytics where the platforms allow.

11.3 Before work starts, the Client is responsible for arranging access to the existing website, domain and hosting, and for obtaining any cooperation it needs from its previous website provider. Webxxs is not responsible for the actions, delays, fees or data of a previous provider.

11.4 The Client is responsible for keeping a complete backup of the existing website and its data. Where possible, Webxxs will take a snapshot of the existing website before changes are made, but does not guarantee it is complete.

11.5 The Client understands that search engine and AI-search rankings and traffic commonly fluctuate after a website is rebuilt or moved, even when redirects and SEO best practice are followed. Webxxs will follow good practice to protect existing visibility, but does not guarantee that rankings, traffic or enquiries will be maintained or improved.

11.6 Content that cannot be migrated automatically because of the existing platform, its format or its condition will be migrated manually at the Hourly Rates, or rewritten if agreed as a Change Request.

12. Integrations

12.1 This clause applies where the Integrations module is selected in Schedule 1, or where a Package includes Integrations.

12.2 Webxxs will configure the Integrations listed in Schedule 2, using the methods available from each Third-Party Service at the time (such as native connectors, Zapier or APIs), and will test that data passes between the systems as described.

12.3 The Client will hold its own accounts with each Third-Party Service, at the subscription level needed for the Integration, and is responsible for their cost. If a Third-Party Service does not offer the functionality needed, Webxxs will propose an alternative, which may be a Change Request.

12.4 Third-Party Services can change, limit or withdraw their features, connectors, APIs and pricing at any time. Webxxs is not responsible for an Integration failing because of such a change after it has been delivered and tested. Rework needed after a third-party change is chargeable at the Hourly Rates or covered under a Monthly Support Subscription.

12.5 Integrations involving personal data are subject to clause 17. The Client is responsible for ensuring it has a lawful basis to share data between its systems and for updating its own privacy notice accordingly.

13. Platforms, hosting and domains

13.1 The Website will be designed and hand-coded as a bespoke website, without templates or page builders, and hosted with a provider such as Netlify, unless Schedule 2 states a different platform (for example where Webxxs is redesigning, extending or connecting a Client's existing Wix or HubSpot CMS website). Platform and hosting accounts will be created in, or transferred into, the Client's name so that the Client owns and controls them.

13.2 During the Project the Client will give Webxxs administrator or collaborator access. After handover, Webxxs will reduce or remove its access unless the Client has a Webxxs Monthly Support Subscription.

13.3 Where Webxxs registers or manages domains, hosts the Website or provides business email for the Client, the separate Webxxs Domain, Hosting and Email Authority Agreement applies to those services.

13.4 Webxxs is not responsible for the availability, performance, security or pricing of Third-Party Services, including platform and hosting outages.

14. Content, SEO, accessibility and legal compliance

14.1 Where a Package includes copywriting, Webxxs will write content based on information supplied by the Client. The Client must check and approve all content before Go-Live and is responsible for its accuracy.

14.2 Webxxs will apply the on-page SEO and AEO set-up described in the Package. Search engines and AI platforms control their own results, and Webxxs does not guarantee any ranking, position, traffic level or appearance in AI-generated answers.

14.3 Webxxs will build the Website with reasonable regard to accessibility good practice. Full compliance with a particular accessibility standard is included only if stated in Schedule 2.

14.4 Webxxs will set up a cookie consent tool and add privacy policy and cookie pages using the Client's wording or a template. Webxxs does not provide legal advice. The Client is responsible for ensuring its privacy notice, cookie policy, terms of business and other legal content are correct for its business, and should take its own legal advice where needed.

15. Intellectual property

15.1 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 Website for the Client's own business, once all fees are paid.

15.2 Ownership of the intellectual property rights in the Deliverables created specifically for the Client passes to the Client when all fees for the Project have been paid in full. Until then, Webxxs grants the Client a licence to use the Deliverables, which Webxxs may withdraw if payment is not made when due.

15.3 Design concepts, drafts and alternatives that the Client does not select remain the property of Webxxs.

15.4 The Client retains ownership of the Client Materials and grants Webxxs a licence to use them for the purpose of the Project. The Client will indemnify Webxxs against any claim that the Client Materials infringe anyone else's rights.

15.5 Third-party materials (such as stock images, fonts, plugins, themes, templates and software) remain subject to their own licence terms, which the Client must follow.

15.6 Unless the Client asks otherwise in writing, Webxxs may: display the Website and a description of the Project in its portfolio, case studies and marketing; and include a small "Website by Webxxs" credit link in the Website footer, which the Client may ask Webxxs to remove at any time.

16. Confidentiality

16.1 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.

16.2 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.

17. Data protection

17.1 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").

17.2 The Client is the controller of personal data collected through the Website and processed in its systems. Where Webxxs processes that data on the Client's behalf during the Project (for example, migrating contacts or testing forms), 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 for the Project); 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 Project; and provide information reasonably needed to show compliance.

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

18. Warranties and outcomes

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

18.2 Webxxs will carry out the Project with reasonable skill and care and in line with good industry practice. Webxxs does not guarantee any particular business result, including revenue, leads, enquiries, conversion rates, or search engine or AI-search rankings, or that the Website will be uninterrupted or error-free.

18.3 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.

19. Limitation of liability

19.1 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.

19.2 Subject to clause 19.1, 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 where the Client has not kept backups; or indirect or consequential loss.

19.3 Subject to clause 19.1, Webxxs's total liability arising out of or in connection with this Agreement is limited to the total fees paid by the Client under this Agreement.

19.4 Webxxs is not liable for any loss caused by the Client Materials, the Client's instructions, edits made to the Website by anyone other than Webxxs, Third-Party Services, a previous website provider, or the Client's failure to meet its responsibilities under clause 5.

19.5 The parties agree that these limits are reasonable, having regard to the fees, the nature of the Project, the Client's ability to protect itself (for example, by keeping backups and checking content) and the availability of insurance.

20. Term and termination

20.1 This Agreement starts on the date it is signed by both parties (or the date of payment under clause 2.6, if earlier) and ends when the post-launch support period ends, unless terminated earlier under this clause.

20.2 The Client may terminate this Agreement at any time by written notice. If it does, the Client will pay for all work completed up to the date of termination, valued at the Hourly Rates, but in any event not less than the deposit and any milestone payments already due, and never more than the total fees for the Project.

20.3 Webxxs may terminate this Agreement by written notice: immediately, if any amount is more than 14 days overdue; under clause 8 (dormant projects); if the Client uses the Website or the Services in breach of the Abuse Reporting Policy or the law; or on 14 days' notice for any other reason, in which case Webxxs will refund fees paid for work not yet carried out.

20.4 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.

20.5 On termination, all outstanding invoices become immediately due, and Webxxs will hand over the work completed in line with clause 21 once all sums due are paid.

20.6 Clauses 9, 15, 16, 17, 19, 20.2, 20.5, 20.6, 21, 22, 24, 25 and 26 continue after this Agreement ends.

21. Handover

21.1 Once all fees have been paid in full, Webxxs will: confirm the Client has owner-level access to the Website platform and any accounts created for the Project; provide the training and documentation included in the Package; and, for bespoke coded websites, provide a copy of the source files on request.

21.2 After handover, Webxxs will reduce or remove its own access to the Client's systems unless the Client has a Webxxs Monthly Support Subscription. The Client should then change any shared passwords.

21.3 After handover, the Client is responsible for keeping the Website, plugins and platform settings up to date and secure, unless covered by a Webxxs Monthly Support Subscription. Webxxs recommends that every Website is supported by a maintenance plan.

22. Non-solicitation

22.1 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 the Project.

22.2 If the Client breaches clause 22.1, 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.

23. Events outside our control

23.1 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.

23.2 If an event of this kind continues for more than 30 days, either party may terminate this Agreement by written notice, and clause 20.5 will apply.

24. Complaints and disputes

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

24.2 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.

25. General

25.1 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, proposal or sales material not set out in this Agreement.

25.2 Variation: changes to this Agreement, including Change Requests, are effective only if agreed in writing by both parties.

25.3 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.

25.4 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 9:00am to 5:30pm on a Business Day, or otherwise at 9:00am on the next Business Day.

25.5 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.

25.6 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.

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

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

25.9 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.

26. Governing law and jurisdiction

26.1 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.

26.2 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 — Package and Module Selection

Tick the package and any optional modules that apply. Full package details are published at webxxs.com/pricing.

Part A — Website package (select one)

	Package	Price	Best for
☐	Starter Plan — Professional Online Presence	£1,495	Start-ups, sole traders and local businesses that need a credible, professional website.
☐	Growth Plan — Lead Generation & Automation	£3,495	Service businesses ready to capture, nurture and manage leads automatically.
☐	Performance Plan — Sales System & Revenue Growth	£7,500	Established businesses that want full CRM integration, automation and reporting.
☐	Landing Pages & CRM	As quoted	High-converting landing pages connected directly to the Client's CRM.
☐	Bespoke build	Price on Application	Larger, multi-site or fully hand-coded projects, delivered to the fixed quote in Schedule 2.
☐	Other package	As quoted	_____

Part B — Optional modules

	Module	Price	What it covers
☐	Website Redesign	As quoted	Rebuild of an existing website, including content migration and 301 redirects (clause 11).
☐	Integrations	As quoted	Connections to CRM, booking, payment, email marketing or other software (clause 12).
☐	Copywriting	As quoted	Professional SEO/AEO copywriting beyond that included in the Package.

Part C — Package inclusions

Included	Starter	Growth	Performance
Pages	3–5 pages	As per Schedule 2	As per Schedule 2
Mobile-responsive design	✓	✓	✓
On-page SEO	Basic	Advanced foundations	Advanced foundations
Contact form & enquiry routing	✓	✓	✓
GDPR & cookie consent set-up	✓	✓	✓
Google Analytics & Search Console	✓	✓	✓
Conversion-focused layouts & CTAs	—	✓	✓

Included	Starter	Growth	Performance
HubSpot CRM	—	CRM Lite set-up	Full integration
Automated form-to-CRM lead capture	—	✓	✓
Email nurture sequence	—	Up to 5 emails	Multi-stage automation
Custom fields & lifecycle stages	—	✓	✓
Deal pipelines, lead scoring & workflows	—	—	✓
CRO set-up, attribution & advanced reporting	—	Basic reporting	✓
Third-party integrations	—	Inbox & calendar	Payments, bookings, APIs
Revision Rounds (design / build)	2 / 2	2 / 2	2 / 2
Training & documentation	Handover	Handover	Team training & docs
Post-launch support period	14 days	14 days	30 days

Schedule 2 — Project Details

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

Item	Details
Project summary	_____
Total fees	_____
Payment schedule (clause 9)	☐ 50% deposit / 50% before Go-Live (standard) ☐ Paid in full via online payment link ☐ Milestones: _____
Platform (clause 13)	☐ Bespoke hand-coded (standard) ☐ Client's existing platform: _____
Number of pages	_____
Content Deadline (clause 5)	_____ (normally 14 days after the design is approved)
Target launch date (clause 4.3)	_____
Copywriting	☐ Supplied by Client ☐ Written by Webxxs: _____
Redesign — existing website and pages to migrate (clause 11)	_____ — up to _____ pages
Integrations (clause 12)	_____

Item	Details
Domain, hosting and email	☐ Client-managed ☐ Webxxs-managed (Domain, Hosting and Email Authority Agreement applies)
Third-Party Services supplied by Webxxs (clause 9.6)	_____
Client decision-maker	_____ _____, _____
Webxxs contact	Ash Cliffen, Director & CRM Architect — contact@webxxs.com — +44 115 647 3819 (mobile +44 7572 750046)
Special terms (if any)	_____