stu. BAILEY STUDIO

TERMS & CONDITIONS

Website Design & Build Agreement.

Plain-English terms covering what you get, what you pay, who does what, and what happens if plans change. Please read them before accepting your Project Quote.

VERSION

1.1, updated 3 November 2026

PROVIDED BY

Stuart Bailey, trading as Stu Bailey Studio

CONTACT

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stubailey.studio

At a glance

This agreement sets out what you get, what you pay and what happens if plans change. The full terms below always take priority over this summary.

TOPIC	WHAT IT MEANS
Payment	50% deposit to book your project, 50% before your site goes live
Change of mind	Full deposit refund if you cancel within 7 days and work hasn't started (14 days for consumers)
Design	Two home page designs to choose from, then two rounds of changes on the one you pick, before the build starts
Revisions	After the build, the rounds listed in your Project Quote, each one a single list of feedback
Your content	You supply text, images and logos within 7 days, and you're responsible for what they say
Quiet periods	No reply for 7 days counts as approval; no contact for 30 days closes the project
After launch	30 days of free bug fixes, plus 14 days of small text tweaks (up to 30 minutes)
Ownership	Once paid in full, the website is yours, and your domain is always in your name
Extra work	£35 per hour, always agreed with you before it starts

1 Who we are and how this agreement works

1.1 **Us.** "We", "us" and "Stu Bailey Studio" means Stuart Bailey, a sole trader trading as Stu Bailey Studio. Address for legal documents: 221 Victoria Road, Southampton, SO19 9EG. Email: hi@stubailey.studio.

1.2 **You.** "You" means the person or business named on the Project Quote.

1.3 **The agreement.** This agreement is made up of two parts:

1. These terms.
2. Your Project Quote, which lists your pages, features, price, payment stages, revision rounds and timeline.

If the two ever disagree, the Project Quote wins.

1.4 **When it starts.** The agreement starts when you accept it (by e-signature or by ticking the box on our quote page) and we receive your deposit. We won't start work before both have happened.

1.5 **In writing.** "In writing" includes email. Anything we agree that changes your project should be confirmed by email so we both have a record.

1.6 **Changes to these terms.** We may update these terms for future projects. The version you accepted applies to your project unless we both agree otherwise in writing.

2 What's included

2.1 **Your project.** We'll design and build the website described in your Project Quote, using WordPress and the themes and plugins we choose to deliver it well. Only what's listed in the Project Quote is included.

2.2 **Included as standard on every website:**

- A mobile-friendly design, starting with a choice of two home page designs (see section 6).
- Speed set-up (caching and image optimisation).
- Basic SEO set-up: page titles, descriptions, a sitemap and connection to Google Search Console.
- A simple guide, with screenshots, showing you how to update your site.

2.3 **Priced per project.** These vary from client to client, so they're only included if your Project Quote lists them:

- Writing or editing your text (copywriting).
- Adding products to an online shop, and how many.
- Sourcing stock images.
- Custom features such as booking, ordering or a staff editing portal.
- Phone-friendly screens for everyday changes, such as menus, specials or opening hours.

2.4 **Stock images.** If we source stock images for you, we use Envato Elements. Images we add are licensed for use on your website only. If you supply your own stock images, you're responsible for having a licence to use them.

2.5 **No guarantees on results.** SEO set-up helps search engines find and understand your site. We can't promise any ranking, traffic, enquiries or sales, because these depend on things outside our control.

2.6 **How you update your site.** You'll be able to update your site through the WordPress dashboard, which works best on a computer. Some everyday changes can also be made from a phone, but only where your Project Quote includes phone-friendly screens for them. Unless your Project Quote says otherwise, jobs such as adding products, changing prices and managing an online shop are done on a computer.

3 Paying for your website

3.1 **Price.** The price is fixed as shown in your Project Quote. We are not VAT registered, so no VAT is added. The price only changes if you ask for extra work and agree the cost in writing first.

3.2 **Payment stages:**

- **Deposit:** 50% when you accept. This books your project into our schedule.
- **Balance:** 50% before your website goes live. We'll show you the finished site to approve first, then send the final invoice. Your site goes live once the balance has cleared.

3.3 **How to pay.** By bank transfer or by card through the secure payment link on your invoice. Invoices are due on receipt unless the invoice says otherwise.

3.4 **Extra work** is charged at £35 per hour, or a fixed price we agree first. We'll always tell you the cost and get your go-ahead in writing before doing any chargeable work.

3.5 **Third-party costs.** Anything we buy on your behalf (for example a paid plugin, a booking system or a font licence) is listed in your Project Quote or agreed with you first. Ongoing costs such as domain renewals, licences and payment fees are paid by you.

3.6 **If a payment is late:**

- We'll send a reminder.
- If it's still unpaid 7 days after we give you written notice, we may pause work, or pause hosting and care services we provide, until it's paid. Pausing doesn't cancel what's owed.
- For business clients, we may claim interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998. That's currently 8% a year above the Bank of England base rate, plus a fixed fee of £40 to £100 depending on the amount owed.
- We'll always try to talk it through first.

4 Your responsibilities, including content

4.1 **What we need from you.** To build your site quickly, you agree to:

- Send your text, images, logos and any other content within 7 days of the project starting, or by the date in your Project Quote.
- Give one person the authority to make decisions and approve work.
- Reply to requests for feedback or approval within 7 days.
- Give us access to anything we need, such as your domain account.

4.2 **You're responsible for your content.** Everything you supply or approve for your website is your responsibility. That includes text, images, logos, prices, product descriptions, opening times, allergen and dietary information, and testimonials. You confirm that:

- It's accurate, and not misleading.
- You own it or have permission to use it.
- It's legal, and doesn't break anyone else's rights.

4.3 **If someone complains about your content.** If a third party makes a claim against us because of content you supplied or approved, you agree to cover our reasonable costs of dealing with it.

4.4 **Content we write or source.** Where we write text or source images for you, we'll take reasonable care. You must still check and approve it before launch. Once approved, it's treated as your content.

4.5 **Your legal pages and business rules.** You're responsible for your business's own legal duties on your website, for example:

- Privacy and cookie notices.
- Terms of sale, returns and refund policies.
- Allergen information and age restrictions.
- VAT and pricing displays.

We can add template pages if your Project Quote includes them, but you should check they're right for your business.

4.6 **Online shops and ordering.** You're responsible for:

- Your prices, stock and delivery charges.
- Fulfilling orders, refunds and customer service.

- Your payment account (for example Stripe), including any chargebacks or disputes.

We're responsible for setting the shop up correctly.

4.7 We may refuse content that we reasonably believe is illegal, offensive or harmful.

5 Timelines and if the project stalls

5.1 **Our timeline.** We'll aim to finish by the date in your Project Quote. That date depends on getting your content, feedback and payments on time. If something from you is late, the timeline moves back by at least the same amount, and we'll fit the remaining work into our schedule as soon as we can.

5.2 **Silence counts as approval.** If we send you something to review and don't hear back within 7 days, we'll remind you once. If there's still no reply 2 working days after the reminder, that stage counts as approved and we'll carry on.

5.3 **Missing content.** If your content hasn't arrived by the agreed date, we may finish the site using clearly marked placeholder text and images. Swapping in your content later is extra work at £35 per hour.

5.4 **Paused projects.** If we haven't heard from you for 30 days, we'll email to say the project is paused. If there's still no reply 14 days after that email:

- the project is treated as complete;
- the balance becomes due for the work done; and
- restarting it later is booked in as our schedule allows, with a £50 re-booking fee.

If life gets in the way, just tell us. We're happy to agree a pause in writing instead.

5.5 **Our delays.** If we're going to miss a date for reasons on our side, we'll tell you as soon as we know and agree a new date with you.

6 Design, revisions and extra work

6.1 **Home page designs.** Before we build your site, we'll send you two home page designs, each taking a different direction. You choose one, and it sets the look for the rest of your site.

6.2 **Design changes.** You then get two rounds of changes to the design you chose. Each round is one list of all your changes, sent together in writing, as explained in 6.6. Changes means adjusting the chosen design, for example colours, fonts, images, wording or layout. Bringing a small detail across from the other design is fine. Starting again with a new design is not a change.

6.3 **Design sign-off.** When you're happy, please confirm in writing (an email or WhatsApp message is fine) that the design is approved. We then build the rest of the site to match it. The build time in your Project Quote starts once the design is approved and we have your content. If we don't hear back about a design, clause 5.2 applies.

6.4 **More designs or rounds.** If you'd like another new design, or more than two rounds of design changes, that's extra work at £35 per hour. We'll tell you the price and get your go-ahead before starting. Changing design direction after you've approved the design is also extra work (see 6.8).

6.5 **Revision rounds after the build:**

PACKAGE	ROUNDS INCLUDED
Website	1
Business website	2
Online shop and ordering	2

Your Project Quote confirms the number for your project.

6.6 **What a round is.** A round is one list of all your changes, sent together in writing (an email or a shared document is fine). Several separate messages count as separate rounds. So it helps to gather everything first, and to collect feedback from anyone else involved before sending it.

6.7 **What counts as a revision.** Changes to the agreed design and content, for example wording, images, colours or layout tweaks.

6.8 **What counts as extra work** (quoted separately):

- New pages or features.
- A change of design direction after you've approved the design.
- Replacing most of a page's content.
- Extra rounds beyond those included.

6.9 **No surprises.** If a request is extra work, we'll tell you before doing it and give you a price. Nothing extra is charged without your written go-ahead.

7 Launch, warranty and after launch

7.1 **Sign-off.** When the site is ready, we'll ask you to check it and confirm it can go live. Once you've confirmed (or 7 days have passed under clause 5.2) and the balance has cleared, we'll launch it.

7.2 **30-day bug fixes.** For 30 days after launch, we'll fix free of charge anything we built that doesn't work as agreed.

This doesn't cover problems caused by:

- changes made by you or anyone else to the site, its plugins, its settings or its code;
- updates or faults in WordPress, plugins or third-party services;
- your hosting, if it isn't hosted by us; or
- new features or changes you'd like.

7.3 **Small tweaks.** For 14 days after launch, we'll make small text or image changes free of charge, up to 30 minutes in total.

7.4 **Training.** You'll receive a simple, detailed guide, with screenshots, showing how to update the parts of your site you'll want to change yourself.

7.5 **After that.**

- **Clients on a hosting and care plan:** updates, backups and support are covered by that plan's terms.
- **Clients without a plan:** keeping WordPress, plugins and security up to date is your responsibility. Any help or fixes we provide are charged at £35 per hour.

7.6 **Things change.** WordPress, plugins, browsers and third-party services (such as payment or booking systems) change over time. If something stops working because of those changes after the warranty ends, fixing or replacing it isn't included in the original price.

8 Ownership and licences

8.1 **Your website is yours once paid.** When we've received full payment, you own the design and the content created specifically for your website. Until then, it remains ours.

8.2 **Your content stays yours.** You keep ownership of everything you supply, such as your logo, text and photos. You give us permission to use it to build your site.

8.3 **Our tools and custom features.** Some features are built from our own reusable code and tools, such as staff editing portals, custom dashboards and code snippets. We keep ownership of these. Once you've paid in full, you get a permanent licence to use them on your website. You may not resell them or copy them to other websites.

8.4 **Third-party software.** WordPress, themes, plugins, fonts and stock images belong to their makers and are used under their licences.

- While you're with us, premium plugins such as Elementor Pro and Astra Pro run on our licences at no extra cost.
- If you move your site to another provider or stop your care plan, you'll need to buy your own licences, or we'll replace those plugins with alternatives as chargeable work.
- Stock images from Envato Elements are licensed for your website only.

8.5 **Our portfolio.** We may show your website in our portfolio and on social media. If you'd prefer us not to, just tell us in writing at any time and we'll remove it. We don't place credit links on your website.

9 Domains, hosting and email

9.1 **Your domain, in your name.** Your domain name should be registered in your name, in your own account. We recommend 123-reg or Fasthosts. You pay its renewals directly and stay in control of it. We'll ask you for access so we can point it at your website and set up email.

9.2 **Renewals are your responsibility.** We aren't responsible if a domain or other service in your own account expires.

9.3 **Hosting and care plans.** If you host with us, your plan (Essentials, Care, or Shop and ordering) is covered by our separate Hosting and Care Terms. These set out:

- what's included;
- backups;
- response times; and
- how to cancel.

9.4 **Hosting elsewhere.** If you choose another host, you're responsible for it meeting the site's technical needs. Any help we give with that host is charged at £35 per hour.

9.5 **Leaving us.** You're free to move your website at any time.

- **Free of charge:** once everything owed is paid, we'll give you a full backup of your site.
- **Chargeable:** hands-on help moving it to a new host, quoted first.

10 Data protection

10.1 **Both of us follow the law.** We'll both comply with UK data protection law (the UK GDPR and the Data Protection Act 2018).

10.2 **Your customers' data.** Your website may collect personal data from your customers, for example through contact forms and orders. You are the "controller" of that data. Where we host or maintain your site, we act as your "processor", and we will:

- only use it to provide our services, following your instructions;
- keep it confidential;
- protect it with appropriate security;
- only use trusted sub-processors, such as our hosting provider (Eco Web Hosting, UK);
- tell you without undue delay if we become aware of a data breach;
- help you respond to requests from people about their data; and
- delete or return the data when our services end, unless the law requires us to keep it.

10.3 **Your data about us.** We use your own contact and billing details to run your project and keep our accounts, as explained in our privacy policy at stubailey.studio.

10.4 **Confidentiality.** We'll keep your business information and login details confidential, and you'll do the same for ours. This doesn't cover information that's already public, or anything we're required by law to share.

11 Liability

11.1 **Our promise.** We'll carry out our work with reasonable care and skill.

11.2 **What we can't exclude.** Nothing in this agreement limits liability for death or personal injury caused by negligence, for fraud, or for anything else the law doesn't allow us to limit. If you're a consumer, nothing here affects your legal rights.

11.3 **Limit for business clients.** For business clients, our total liability is limited to:

- for a website project: the total price of that project;
- for hosting and care: the fees you paid in the 12 months before the problem arose.

11.4 **Losses we're not responsible for.** For business clients, we're not liable for indirect losses, such as:

- lost profits, sales or business opportunities;
- loss of goodwill; or
- the cost of lost data where you could reasonably have kept your own copy.

11.5 **Things outside our control.** We're not responsible for delays or failures caused by events outside our reasonable control, for example:

- outages at hosting companies, domain registrars, payment providers or other third-party services;
- cyber-attacks; or
- internet failures.

We'll do what we reasonably can to keep things running and get them back up.

11.6 **Security.** We take sensible security measures, but no website can be guaranteed 100% secure. We're not responsible for problems caused by weak or shared passwords on your side, or by changes made by others.

12 Cancelling or ending the agreement

12.1 **Changing your mind early.** If you cancel in writing within 7 days of paying your deposit, and we haven't started work, we'll refund your deposit in full. If you're a consumer, see clause 13, which gives you 14 days.

12.2 **Cancelling after work has started.**

- Your deposit isn't refundable.
- If the work done so far is worth more than the deposit, we'll invoice the difference, at £35 per hour or as a fair share of the project price, whichever is lower.
- You'll also pay for anything we've bought for your project.
- Once you've paid what's owed, you can have the work completed so far.

12.3 **When we can end the agreement.** We may end the agreement by written notice if:

- you don't pay what's owed within 14 days of a written reminder;
- you seriously break this agreement and don't put it right within 14 days of us asking;
- you ask us to publish content that's illegal or harmful; or
- you behave abusively or threateningly towards us.

You'll pay for work done up to that point.

12.4 **When you can end the agreement.** You may end the agreement by written notice if we seriously break it and don't put it right within 14 days of you asking. You'll then pay only for work properly completed, and we'll refund any amount you've paid beyond that.

12.5 **If we can't continue.** If illness or another serious reason means we can't finish your project, we'll tell you quickly. We'll then:

- give you the work done so far; and
- refund anything you've paid for work not yet done.

13 If you are buying as a consumer

This section applies only if you're buying for personal use, not for a business.

13.1 **Your 14-day right to cancel.** If we agreed this contract online, by phone or away from our usual place of business, you can cancel within 14 days of the agreement starting, without giving a reason.

13.2 **If you want us to start straight away.** Our builds are quick, so most projects start and finish within those 14 days. If you ask us to start within the 14 days:

- and you then cancel, you pay a fair amount for the work done up to then; and
- once the work is fully completed, you lose the right to cancel.

You'll confirm this when you accept, using the separate tick box on our quote page.

13.3 **How to cancel.** Email hi@stubailey.studio with your name, your project, and a clear statement that you're cancelling. You can use the model cancellation form we send with your Project Quote, but you don't have to.

13.4 **Refunds.** We'll refund what's due within 14 days of receiving your cancellation, using the same payment method you used.

13.5 **Your legal rights.** Our services must be carried out with reasonable care and skill. If they aren't, you can ask us to put things right, or in some cases ask for a price reduction. Nothing in this agreement affects your legal rights. Citizens Advice can tell you more.

14 Complaints, disputes and general terms

14.1 **If you're unhappy.** Email hi@stubailey.studio and tell us what's wrong. We'll reply within 2 working days and aim to put things right quickly.

14.2 **Resolving a disagreement.** If we can't sort it out between us within 30 days, we'll both consider mediation before going to court.

14.3 **Law.** This agreement is governed by the law of England and Wales, and its courts deal with any dispute. If you're a consumer living in Scotland or Northern Ireland, you can also use your local courts.

14.4 **Notices.** Formal notices under this agreement are sent by email:

- to hi@stubailey.studio, for us;
- to the email address on your Project Quote, for you.

An email sent before 5pm on a working day counts as received that day.

14.5 **Whole agreement.** This agreement and your Project Quote are the whole agreement between us. They replace anything said or written before, but they don't affect liability for fraud.

14.6 **Other legal points.**

- If any part of this agreement turns out to be unenforceable, the rest still applies.
- If we don't enforce a right straight away, we can still enforce it later.
- Only you and we have rights under this agreement.
- Neither of us can transfer it to someone else without the other's written agreement.
- We may use trusted freelancers to help with parts of your project. We stay responsible for their work and for keeping your information confidential.

Acceptance and signatures

Client

NAME

BUSINESS NAME (IF ANY)

SIGNATURE

DATE

PROJECT QUOTE REFERENCE

Stu Bailey Studio

NAME

Stuart Bailey

BUSINESS NAME (IF ANY)

Stu Bailey Studio (sole trader)

SIGNATURE

DATE

PROJECT QUOTE REFERENCE

By signing, you confirm you have read and agree to these terms and your Project Quote. We'll keep a signed copy and send one to you.

stu. BAILEY STUDIO

Questions about these terms?
hi@stubailey.studio · stubailey.studio