

STANDARD TERMS & CONDITIONS

YBD-001



SERVICE AND PAYMENT

These terms and conditions make sure we're aligned from the start. Agreement on what we'll deliver may be documented in a proposal, an email chain, messages, or a Statement of Work. Once work begins, it means we've both agreed to these terms.

We'll always give a fee estimate before starting. If the scope changes – we'll let you know straight away whether it's likely to incur extra costs or savings.

Unless we've agreed otherwise, invoicing will be split into two stages:

- 50% when the project is commissioned.
- 50% when the project is completed and accepted.

For ongoing hosting, maintenance, or other monthly retainer services – we'll agree on and document the payment plan upfront.

OWNERSHIP OF DELIVERABLES

You'll own the final, accepted website or finished product once it's been paid for in full. We retain ownership of everything else e.g. raw/source files and tools which are part of our workflow.

All work including finished deliverables and associated content created by us will remain ours until all fees have been paid.

AGREEMENT AND SCOPE

Scope, Fees, and Agreement

We'll agree on the scope, fees, and payment dates in writing (usually by email or a Statement of Work). Once work starts, we're both committed to the scope, fees, and these terms and conditions.

Withholding Delivery

If invoices are not paid in full, we may hold back delivery, launch, or access to the site, deliverables, or services we have agreed to deliver.

Withholding License

Ownership of the website and any deliverables will transfer only after full payment – including extra costs or expenses.

CHANGES TO SCOPE

If you need to make changes to scope after we've started – just let us know in writing. We'll confirm

availability, plus any impact on fees or timelines. Examples of this might be adding new pages, extra functionality, significant design changes/revisions or third-party integrations.

DELAYS

We'll do everything we can to hit any agreed deadlines – provided we can get what we need from you on time, for example content, copy, images, approvals, and credentials.

EVALUATION AND ACCEPTANCE

If something's not right with a deliverable, or there is any other issue – let us know in writing as soon as possible. If we don't hear from you within 14 days after sending a deliverable, we'll assume it's been approved.

Design revisions and subjective deliverables

We'll agree in advance an approach to manage subjective aspects like design, look and feel. If not agreed explicitly, we'll work together reasonably to achieve a look-and-feel of deliverables that you are happy with, and let you know if any extra fees apply.

Warranty period

You get a 30-day warranty period after final acceptance of the deliverable(s). If something breaks during that time, regardless of fault, we'll restore it to the accepted state. We may use backups to do this.

If the issue found is a bug where the behaviour differs from what was agreed then we will resolve it.

Warranty and maintenance does not include new features or enhancements (e.g. redesigns, adding functionality) unless agreed prior or included as part of the agreed package. This will be documented and made clear.

If we provide hosting, DNS or domain management services, we will keep this running and secure as per the agreed plan. If you manage these aspects yourself and your own hosting is used, we are not responsible unless agreed otherwise.

CLIENT RESPONSIBILITIES

You'll provide content and assets in a useable format, and make sure they are fit for purpose (including but not limited to - proofed copy, service agreements, privacy policy, images or document formats) unless we agree

otherwise. You'll also ensure you have the rights to use these materials.

You are the data controller for any personal data you provide or collect through a website we provide or manage, or related services. You decide why and how that data is processed and you are responsible for compliance with GDPR or other data protection obligations. We act as your data processor when we handle personal data on your behalf. We will process personal data only on your instructions and only as needed to deliver the services, apply appropriate technical and organisational security measures, and uphold our obligations as a data processor.

Nothing in this section is legal advice, and you should obtain your own advice on your GDPR obligations.

ACCREDITATION AND PROMOTION

Accreditation

We'll add a small credit link in your footer. If you'd prefer we didn't – just let us know.

Promotion

We may showcase the site in our portfolio, on social media, or in marketing – and credit ourselves as the designer/developer.

RELATIONSHIP OF THE PARTIES

We operate as an independent contractor and can decide how we do the work. This agreement doesn't form a partnership, joint venture, or employment relationship. We can use subcontractors (for example, specialist developers or hosting providers), but we remain responsible for their compliance with this agreement.

WARRANTIES, LIABILITY, AND INDEMNITY

The client shall indemnify Yellow Beak Ltd from any and all damages, liabilities, costs, losses, expenses or fees arising out of any claim, demand, or action by a third party arising out of any breach of the client's responsibilities or obligations, representations or warranties under this Agreement.

THE SERVICES AND THE WORK PRODUCT OF YELLOW BEAK LTD ARE SOLD "AS IS." IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF YELLOW BEAK LTD, ITS DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS AND AFFILIATES, TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER,

AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE NET FEES PAID TO YELLOW BEAK LTD UNDER THIS AGREEMENT. IN NO EVENT SHALL YELLOW BEAK LTD BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY YELLOW BEAK LTD, EVEN IF YELLOW BEAK LTD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, YELLOW BEAK LTD MAKES NO WARRANTIES WHATSOEVER. YELLOW BEAK LTD EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THE PROJECT.

TERM AND TERMINATION

Once work is agreed and begins, both parties agree to these terms and runs until the work is completed and accepted, or the agreement is terminated:

- Due to this agreement being breached.
- Due to insolvency, bankruptcy, or stopping trading.
- Due to mutual agreement

If the agreement ends, you'll pay us for work done up until that point including any expenses or extra fees.