

Terms & Conditions

Joey Loveland Web Development Services · joeyloveland.com

Version 2.0 · [Date] · Owner: Joey Loveland

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|--------------------------|---|
| Service Provider: | Joey Loveland, trading as joeyloveland.com ("Developer", "I", "me") |
| Website: | joeyloveland.com |
| Jurisdiction: | England and Wales |
| Effective: | These Terms apply to all engagements from [Date] onwards |

These Terms & Conditions constitute a legally binding agreement between Joey Loveland and the Client. By commissioning work, approving a quote, making any payment, or instructing work to begin — whether verbally, in writing, or by conduct — the Client confirms they have read, understood, and agreed to these Terms in full.

PART A — ENGAGEMENT & SERVICES

1. Definitions

In these Terms & Conditions the following definitions apply:

- Developer** means Joey Loveland, trading as joeyloveland.com.
- Client** means the individual, sole trader, partnership, or company commissioning services from the Developer.
- Agreement** means these Terms & Conditions together with any project scope, quote, or invoice accepted by the Client.
- Services** means any web design, development, maintenance, consulting, or digital services provided by the Developer.
- Deliverables** means the final website, files, code, or other materials produced by the Developer for the Client.
- Intellectual Property** or **IP** means all copyright, design rights, trade marks, and other proprietary rights subsisting in the Deliverables or any materials used in producing them.
- Consumer** has the meaning given in the Consumer Rights Act 2015 — an individual acting for purposes wholly or mainly outside their trade, business, craft, or profession.

2. Nature of Services

The Developer provides bespoke web development and digital services tailored to each Client's requirements. Services may include website design, front-end and back-end development, third-party integrations, performance optimisation, content management system setup, ongoing maintenance, and technical support.

All services are provided on a project-by-project basis unless a separate written maintenance agreement is established in accordance with Clause 9.

The Developer operates as an independent contractor and nothing in this Agreement shall create or be deemed to create a partnership, joint venture, employment, or agency relationship between the parties.

3. Quotes, Pricing & Scope of Work

All pricing is bespoke and determined by reference to estimated time, technical complexity, and project scope. Any written quote provided is based on the information available at the time of quotation and is valid for 14 days from the date of issue unless otherwise stated.

Each engagement will be defined by an agreed written scope of work. Only work explicitly included within that scope is covered by the quoted price. Any additional features, functionality, pages, or changes in direction shall be treated as out-of-scope work and will require a separate written quotation before commencing.

The Developer reserves the right to adjust the timeline or price where the project scope materially changes, or where incomplete or inaccurate information was provided at the time of quotation. The Client will be notified in writing before any such adjustment takes effect.

Where the Client is a Consumer, prices quoted are inclusive of VAT where applicable, and the Client's statutory rights under the Consumer Rights Act 2015 are not affected by these Terms.

4. Deposits & Payment Terms

A non-refundable deposit of 30% of the agreed project fee is required before work commences. Work will not begin until the deposit has been received in cleared funds. The outstanding balance will be invoiced upon project completion and prior to the transfer of any Deliverables or the launch of the website.

All invoices are due for payment within 7 days of the invoice date unless otherwise agreed in writing.

In accordance with the Late Payment of Commercial Debts (Interest) Act 1998, where the Client is a business, the Developer reserves the right to charge statutory interest on overdue invoices at 8% per annum above the Bank of England base rate, accruing daily from the due date. The Developer also reserves the right to claim reasonable debt recovery costs under that Act.

Where payment is not received by the due date, the Developer may: (a) suspend all work; (b) withhold delivery of Deliverables; or (c) terminate the Agreement under Clause 15.

All Intellectual Property rights in the Deliverables remain vested in the Developer until full payment of all outstanding sums has been received.

5. Project Timelines & Client Delays

Any timelines provided are reasonable estimates only and do not constitute a guarantee of delivery by a specific date, unless a fixed deadline has been expressly agreed in writing by both parties.

Project timelines are dependent on timely communication, feedback, and provision of materials by the Client. If the Client fails to provide content, approvals, or feedback within 5 working days — unless otherwise agreed — the project timeline will be extended accordingly. The Developer shall not be held liable for any delay caused by the Client or any third party.

Where a project is placed on hold due to Client inactivity for a period exceeding 30 consecutive days, the Developer reserves the right to reschedule the project, apply an administration fee, or treat the project as abandoned in accordance with Clause 15.

6. Revisions & Change Requests

Each project includes a reasonable number of revision rounds as specified in the agreed project scope. A revision is defined as a minor adjustment to layout, copy, colour, or styling within the originally agreed design direction. Revisions do not include structural changes, additional pages, new functionality, or a change in creative direction.

Any work that falls outside the agreed revision scope will be treated as additional work and quoted separately before proceeding.

All change requests must be submitted to the Developer in writing. The Developer will confirm whether the request falls within the agreed scope or constitutes additional work before proceeding.

7. Client Responsibilities

The Client agrees to:

- Provide all necessary content, copy, images, branding assets, and access credentials required to complete the project in a timely manner;
- Ensure that all materials supplied are legally owned by the Client or that the Client holds appropriate licences or permissions to use them;
- Review Deliverables and provide consolidated written feedback within 5 working days of delivery, unless otherwise agreed;
- Ensure that one authorised individual acts as the primary point of contact with authority to approve decisions on the Client's behalf;
- Notify the Developer promptly of any change in requirements or third-party arrangements that may affect the project.

The Developer shall not be liable for any deficiencies in the Deliverables arising from incomplete, inaccurate, or delayed materials provided by the Client.

8. Acceptance of Work & Sign-Off

Deliverables will be made available for Client review prior to launch. The Client must provide written approval before work proceeds to the next stage or the website goes live.

Work will be deemed accepted in any of the following circumstances: (a) the Client provides written confirmation of approval; (b) the Client requests that the website go live; (c) the Client uses the Deliverables in a live environment; or (d) the Client fails to raise any written objection within 5 working days of delivery.

Once Deliverables have been accepted — whether expressly or by deemed acceptance — any further changes will be treated as new work and billed accordingly.

Where the Client is a Consumer, acceptance does not affect any statutory rights under the Consumer Rights Act 2015, including the right to request repair or replacement of Deliverables that do not conform to the agreed specification.

PART C — ONGOING SERVICES & THIRD PARTIES

9. Maintenance & Ongoing Services

Optional maintenance and support services may be provided on a recurring basis under a separate written maintenance agreement. Where such an agreement is entered into, the specific scope, fee, and notice period will be set out in that agreement.

In the absence of a separate maintenance agreement, the Developer provides 14 calendar days of complimentary post-launch support covering minor technical issues directly related to the delivered website. This does not extend to new features, additional content, redesign, or issues caused by third-party platforms or Client modifications.

After the complimentary support period, the Developer has no obligation to provide further maintenance or technical support unless engaged to do so under a separate paid agreement.

10. Hosting, Domains & Third-Party Services

Unless explicitly agreed otherwise in writing, the procurement, management, and cost of hosting, domain registration, email services, and third-party platforms remain the sole responsibility of the Client.

The Developer is not responsible for downtime, data loss, security breaches, or any other issues caused by third-party hosting providers, domain registrars, or platform services. Where the Developer assists with the setup of such services, the Client retains full ownership and administrative responsibility for those accounts.

Third-party software, plugins, frameworks, fonts, and libraries used in the Deliverables remain subject to their respective licences. The Client is responsible for ensuring continued compliance with any such licences following handover.

Where the website is hosted via GitHub Pages or a similar free platform, the Client acknowledges that the Developer cannot guarantee the permanent availability of such services and accepts the terms of those platforms directly.

PART D — INTELLECTUAL PROPERTY & CONFIDENTIALITY

11. Intellectual Property

All Intellectual Property rights in the Deliverables shall vest in the Developer until full and final payment of all outstanding sums has been received.

Upon receipt of full payment, the Developer assigns to the Client all Intellectual Property rights in the Deliverables by way of present assignment of future rights, to the extent permitted by law. This assignment is conditional on full payment and does not take effect until that condition is satisfied.

The following rights are specifically retained by the Developer:

- The right to display the Deliverables and screenshots in the Developer's portfolio, website, and marketing materials;
- All rights in any pre-existing code, tools, frameworks, or methodologies, which are licensed (not assigned) to the Client on a non-exclusive, royalty-free basis for operating the website;
- All rights in any third-party materials, which remain subject to their respective licences.

The Client warrants that all materials supplied to the Developer for incorporation into the Deliverables are owned by the Client or that the Client holds the necessary rights to use them. The Client shall indemnify the Developer against any claims arising from any breach of this warranty.

12. Confidentiality

Both parties agree to keep confidential any sensitive business, technical, financial, or personal information disclosed by the other party during the course of the project. Neither party shall disclose such information to any third party without prior written consent, except where required by law or court order.

This obligation of confidentiality shall survive the termination or expiry of this Agreement for a period of two years.

The obligation does not apply to information that: (a) is or becomes publicly available through no breach of this Agreement; (b) was already known to the receiving party prior to disclosure; or (c) is independently developed by the receiving party without reference to the confidential information.

PART E — LIABILITY, INDEMNITY & TERMINATION

13. Limitation of Liability

The Developer will exercise reasonable skill and care in delivering the Services but does not warrant that the Deliverables will be entirely error-free, uninterrupted, or compatible with all future systems, browsers, or third-party platforms.

To the maximum extent permitted by applicable law, the Developer's total aggregate liability to the Client — whether in contract, tort (including negligence), breach of statutory duty, or otherwise — shall not exceed the total fees paid by the Client under the relevant project Agreement.

The Developer shall not be liable for:

- Loss of profits, revenue, business, contracts, or anticipated savings;
- Loss of or corruption of data;
- Loss of goodwill or reputation;
- Any indirect, special, or consequential loss or damage;
- Losses arising from third-party platform failures, hosting downtime, or domain expiry;
- Losses arising from Client modifications to the Deliverables following handover.

Nothing in these Terms shall exclude or limit the Developer's liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited under English law.

Where the Client is a Consumer, nothing in these Terms affects the Client's statutory rights under the Consumer Rights Act 2015 or any other applicable consumer protection legislation.

14. Indemnity

The Client agrees to indemnify, defend, and hold harmless the Developer against any and all claims, losses, damages, costs, and legal fees arising from or in connection with:

- Any materials or content supplied by the Client that infringe the intellectual property, privacy, or other rights of any third party;
- The Client's use or misuse of the Deliverables following handover;
- Any breach by the Client of these Terms & Conditions;
- Any claim by a third party arising from the Client's website content, products, or services.

This indemnity shall survive the termination or expiry of this Agreement.

15. Termination

Either party may terminate this Agreement by providing written notice. The Developer will provide at least 7 days' written notice unless the termination is due to the Client's material breach, in which case the Developer may terminate with immediate effect.

Upon termination:

- The Client shall pay for all work completed and reasonably in progress up to the date of termination;
- The deposit paid by the Client is non-refundable in all circumstances;
- The Developer will not deliver any outstanding Deliverables until all outstanding sums are paid in full;
- Any licence granted to the Client over Deliverables that have been delivered and paid for shall survive termination.

Where the Client is a Consumer and the project has not yet commenced, the Client may have cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. The Developer will confirm any such rights in writing at the outset of the project.

Where a project is abandoned by the Client — defined as 30 or more consecutive days of non-response without a written agreement to pause — the Developer may treat the project as terminated and invoice for all work completed to date.

16. Force Majeure

The Developer shall not be in breach of this Agreement or liable for any delay or failure to perform where such delay or failure results from circumstances beyond the Developer's reasonable control, including but not limited to: illness or incapacity, acts of God, fire, flood, pandemic, power failures, internet outages, failure of third-party services, or government restrictions.

The Developer will notify the Client as soon as reasonably practicable of any force majeure event and will use reasonable efforts to resume performance. If such an event continues for more than 30 days, either party may terminate the Agreement on written notice, and the Client shall pay for all work completed to that point.

PART F — GENERAL PROVISIONS

17. Data Protection

Both parties agree to comply with their respective obligations under the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 in connection with any personal data processed in the course of this Agreement.

The Developer will process personal data provided by the Client solely for the purpose of delivering the Services and will not disclose such data to third parties except where required by law or necessary for the performance of the Services.

The Client is solely responsible for ensuring their website complies with applicable data protection legislation, including (where required) the display of a privacy policy, cookie notice, and appropriate technical measures to protect user data.

18. Non-Solicitation

The Client agrees not to directly solicit, recruit, or engage the Developer as an employee, contractor, or partner — outside the terms of this Agreement — during any active project and for a period of 12 months following the completion or termination of the most recent project, without the Developer's prior written consent.

19. Entire Agreement

This Agreement, together with any project scope, quote, or invoice agreed in writing, constitutes the entire agreement between the parties and supersedes all prior discussions, representations, and understandings, whether oral or written.

No variation to this Agreement shall be effective unless agreed in writing by both parties.

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

20. Waiver

No failure or delay by the Developer in exercising any right or remedy shall constitute a waiver of that right or remedy. A waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision.

21. Notices

Any notice required under this Agreement shall be in writing and delivered by email to the address used by each party in the course of the project. A notice sent by email shall be deemed received at the time of transmission, provided no delivery failure notification is received by the sender.

22. Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with this Agreement, including non-contractual disputes.

Where the Client is a Consumer resident in Scotland or Northern Ireland, the Client may also bring proceedings in the courts of their country of residence.

Before commencing formal legal proceedings, both parties agree to make a good-faith attempt to resolve any dispute by negotiation, including by requesting mediation through an appropriate alternative dispute resolution provider if negotiation fails within 30 days.

23. Acceptance

By commissioning work, approving a quote, making any payment, or instructing work to begin — whether in writing, verbally, or by conduct — the Client confirms they have read, understood, and agreed to these Terms & Conditions in full.

Key legislation applicable to this Agreement includes: the Consumer Rights Act 2015, the Late Payment of Commercial Debts (Interest) Act 1998, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, the Unfair Contract Terms Act 1977, and the Supply of Goods and Services Act 1982.

Joey Loveland

Web Designer & Developer

joeyloveland.com

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