

## Website Development Terms and Conditions

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## **1) Parties Involved**

1.1) This agreement establishes a legally binding contract between you (the authorised representative of a sole trader, individual, company, charity, or educational institution, who is over 18 and legally capable of entering into a contractual agreement) and CM Interactive Limited, a private limited company registered in England and Wales with Companies House (company number: 15392983), referred to as "we," "us," or "our." "Organisation" refers to any legal entity other than an individual.

1.2) By signing this agreement, you warrant that you have the authority to bind the organisation you represent.

1.3) "The Services" refers to the services that we will provide within the terms of this contract to develop your website.

1.4) We also trade as CM Interactive.

## **2) Acknowledging These Terms**

2.1) By signing this agreement, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions in their entirety.

2.2) You also acknowledge that you have read, understood, and agree to our Website Terms and Conditions and Privacy Policy, which are incorporated by reference herein.

2.3) If you do not agree with any provision of these terms, we will not proceed with the website development or maintenance services.

## **3) Updating These Terms and Conditions**

3.1) We may update these terms and conditions periodically. For existing clients, we will endeavour to notify you by email. However, we are not liable for non-receipt of such emails due to spam filters, system errors, or incorrect email addresses.

3.2) You are responsible for regularly checking our website for updates to these terms. New terms will supersede the original terms and become effective 30 days after being sent by email or posted on our website, unless otherwise specified.

## **4) Terminating This Agreement**

4.1) Termination by Us: We reserve the right to terminate this agreement at our sole discretion. Upon termination, you remain bound by these terms, but we will cease website development and maintenance services.

4.2) Reasons for Our Termination: We may terminate this agreement for reasons including, but not limited to:

- Your breach of any provision of this agreement.
- Failure to adhere to payment terms as outlined in Section 5.
- Any illegal activity is suspected or conducted by you.
- Engaging in abusive, harassing, or threatening conduct towards our staff or third parties.
- Attempting to deceive us.
- Provision of false or misleading information.
- Your website is used for or associated with any of these categories:
  - Any illegal activities.
  - Pornographic content.
  - Dating or escort services.
  - Gambling and betting.
  - Video streaming and/or sharing.
  - Live streams.
  - Content sharing platforms.

4.3) Client's Right to Terminate:

You may terminate this agreement by providing written notice to us using the contact details mentioned in Section 21 (Questions About This Agreement).

If you terminate the agreement before project completion, you will be liable for all work completed up to the date of termination, calculated at our standard hourly rates or based on completed project milestones, whichever is higher. Any advance payments or deposits made will be non-refundable, and you may be required to pay an early termination fee as stipulated in your specific project Quotation.

If you terminate due to a material breach of this agreement by us, and we fail to remedy such breach within 30 days of receiving written notice from you, you may terminate the agreement without penalty and be entitled to a refund for uncompleted work, subject to Section 7 (Refunds).

## **5) Payment Terms**

This section outlines the payment obligations of the Client (you) to us for the Services provided under this Agreement.

## 5.1 Pricing & Quotations

**Pricing Basis:** All charges for the Services are specified in the project quotation or proposal document ("Quotation") provided to the Client via email or in a separate document. All prices are quoted in GBP (British Pounds Sterling) unless explicitly stated otherwise.

**VAT:** All prices are exclusive of VAT, unless explicitly stated otherwise. VAT will be added to invoices at the prevailing UK rate.

**Quotation Validity:** Quotations are valid for a period of 30 days from the date of issue. After this period, we reserve the right to revise or decline the quotation.

**Additional Expenses:** The Client agrees to reimburse us for any additional expenses reasonably incurred for the completion of the work, not originally included in the Quotation. These may include, but are not limited to, costs for premium stock photography, specific fonts, third-party software licenses, plugins, domain name registration, hosting fees (if managed by us on your behalf and not part of our standard service), or other third-party services. Such expenses will be agreed upon with the Client in writing before being incurred.

## 5.2 Payment Schedule & Milestones

**Advance Payment/Deposit:** Unless otherwise agreed in writing and detailed in the Quotation, a non-refundable advance payment of 50% of the total project cost is required before work commences. This payment secures the project in our schedule and covers initial setup and design work.

**Milestone Payments:** For larger projects, or as otherwise detailed in the Quotation, the remaining balance will be split into milestone payments. These milestones and their associated payment percentages will be clearly outlined in your specific project Quotation.

**Final Payment:** The final balance for any project is due upon project completion and must be received in full before the website is launched to the live server or any final files are transferred to the Client.

## 5.3 Invoicing & Due Dates

**Invoice Issuance:** Invoices will be submitted to the Client via email upon reaching each agreed-upon payment milestone, or as otherwise specified in the Quotation.

**Payment Due Date:** All invoices are payable within 14 calendar days from the date of issue, unless a different payment term is explicitly stated on the invoice.

#### **5.4 Late Payments & Consequences**

**Overdue Accounts:** Any account that remains unpaid 7 days after its due date will be considered overdue.

**Interest on Late Payments:** We reserve the right to charge statutory interest on overdue amounts at the rate of 8% per annum above the Bank of England base rate, calculated daily from the due date until the date of actual payment, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

**Suspension of Services:** If any invoice remains unpaid 14 days after its due date, we reserve the right to suspend all further work on the project, including development, maintenance, and hosting (if provided by us), without prior notice. Work will only resume once all outstanding payments, including any accrued interest and late payment charges, have been received in full.

**Website Deactivation/Removal:** In the event of persistent non-payment or if the final invoice for a completed website remains unpaid 30 days after its due date, we reserve the right to temporarily or permanently deactivate, remove, or take offline the Client's website. This action does not relieve the Client of their obligation to pay outstanding charges.

**Intellectual Property Withholding:** Ownership and license of the website code, content, and graphics (as detailed in Section 11.2) will not be transferred to the Client until full and final payment for all services under this agreement has been received and cleared.

**Debt Collection:** In cases of severe or prolonged non-payment, we reserve the right to pursue debt collection efforts, which may include engaging a debt collection agency or legal action. The Client shall be responsible for any costs incurred by us in recovering outstanding amounts, including legal fees and collection agency charges.

#### **5.5 Project Delays & Client Responsibility for Payment**

**Delays Due to Client:** If project progress is delayed due to the Client's failure to provide content, feedback, approvals, or required information within agreed-upon timeframes (as per Section 17.4 and 17.5), we reserve the right to invoice for work completed to date, or apply a project hold fee to cover administrative costs and maintain project priority. Such fees will be communicated to the Client in writing.

**Project Abandonment:** If such client-induced delays exceed 60 days, we may, at our sole discretion, treat the project as abandoned by the Client.

In such a scenario, any payments made to date are non-refundable, and the Client remains liable for payment of all services rendered up to the point of abandonment.

## **6) Limitation of Liability**

6.1) We do not guarantee uninterrupted access to our website or services. Service interruptions may occur due to scheduled maintenance, unexpected errors, or natural disasters.

6.2) As we typically outsource website hosting, we are not liable for any losses or damages resulting from website downtime.

6.3) While we implement security measures, we are not liable for data breaches, loss of revenue, or other impacts caused by cyber-attacks. We recommend regular security assessments by cybersecurity specialists.

6.4) Our total financial liability under this agreement shall be limited to the fees paid by you for the services we provide.

## **7) Refunds**

7.1) You may request a full refund within 30 days of website development completion. Refund requests should be sent to [help@cminteractive.uk](mailto:help@cminteractive.uk) and will be processed within 7 working days.

7.2) Full refunds are provided for justifiable reasons related to development quality. Partial refunds may be offered for poor customer service or other deficiencies.

7.3) Refunds outside the 30-day period are at our discretion and may be full or partial.

7.4) Refunds cover website development fees only and exclude maintenance, ID verification, and third-party fees.

## **8) Website Maintenance**

8.1) We provide 3 months of free maintenance for websites we develop, covering bug fixes, security updates, browser compatibility, and content updates.

8.2) Maintenance excludes major redesigns and new features.

8.3) We do not provide maintenance for websites we did not develop or that have been modified by third parties.

8.4) Maintenance renewals can be requested via [help@cminteractive.uk](mailto:help@cminteractive.uk) and will be charged as per the invoice.

8.5) Full development refunds cancel free maintenance. Paid maintenance will be prorated as: (monthly fee / days in month) x remaining days, as outlined in Section 7.5.

8.6) We reserve the right to cancel free maintenance at our discretion.

## **9) Pricing and Availability**

9.1) Service prices are subject to change, but changes will not affect ongoing projects.

9.2) We are not liable for changes in third-party service prices.

9.3) Service availability is not guaranteed and offers may be discontinued.

9.4) Discontinued services will result in prorated refunds.

9.5) ID verification may be required for certain website development projects, particularly those involving financial transactions, sensitive data handling, or compliance with legal obligations. If ID verification is necessary for your project, the associated fee will be clearly stated on your invoice.

## **10) Intellectual Property**

10.1) You grant us permission to use provided assets for website development, ensuring you have the necessary intellectual property rights.

10.2) Upon completion, you own the website code, content, and graphics, unless otherwise agreed.

## **11) Confidentiality and Your Data with Us**

11.1) We maintain the confidentiality of website information and client data.

11.2) Disclosure is limited to staff and necessary third parties.

11.3) Legal disclosure will be made, and consent will be sought for new third parties, unless prohibited by law.

11.4) We may collect: your name, email address, telephone number, photo identification document, proof of address document, company details (if applicable), billing address, date of birth, photo identification document expiry date, and payment details. The lawful basis for collecting this information is contractual obligation, as it is necessary for the performance of the services outlined in this agreement.



11.5) Identity documents are collected and processed under the lawful basis of legal obligation, for the purposes of fraud prevention and debt recovery. Once your identity has been verified, the photo identification document and proof of address document will be securely deleted from our systems. The data extracted from these documents, such as your name and address, will be retained for the duration required to fulfil our legal and contractual obligations. We collect the photo ID document expiry date to ensure that your identification remains valid. If your photo identification document expires while you are still using our services, you will be required to re-verify your identity.

11.6) Data is used for service provision, communication, and verification.

11.7) We retain personal data for varying periods, depending on the type of data and the purpose of processing.

Customer contact information (name, email, phone): 3 years from the date of last service use, for customer support and communication purposes.

Financial records (invoices, payment details): 6 years, as required by HMRC regulations.

Identity Data extracted from ID documents, will be held for 7 years, to enable us to defend ourselves from legal claims.

Identity Documents will be deleted after verification. We regularly review our data retention policies to ensure compliance with legal obligations and business needs.

11.8) We act as a data processor, following your instructions.

11.9) We implement data security measures.

11.10) We fulfil data subject requests, as permitted by law.

11.11) Data breaches will be reported within 72 hours.

11.12) Identity documents are shared with Checks Direct for validation.

11.13) You must provide accurate information and update it within 7 days.

11.14) You are responsible for obtaining consent for user data.

11.15) You are responsible for data accuracy and completeness.

11.16) You will handle data subject requests and cooperate with us.

11.17) You are responsible for implementing and maintaining website security measures. We may provide recommendations based on industry best practices. If you choose to engage a third-party cybersecurity professional, you are responsible for ensuring their qualifications and expertise. We are not liable for any actions or omissions of third-party professionals.

If we are contracted to implement security measures we will do so to the best of our abilities, however we cannot guarantee 100% security, and strongly recommend that you have a third-party security audit performed on a regular basis.

## **12) Warranties**

12.1) We warrant that the Services will be performed in a professional and workmanlike manner, conforming to generally accepted industry standards and practices.

12.2) We warrant that the website developed will substantially conform to the specifications and functionalities outlined in the final approved Quotation or project proposal.

12.3) We do not warrant that the website will be entirely error-free, uninterrupted, or that all defects can or will be corrected, particularly if issues arise from client modifications (Section 15.1), third-party plugins, software, or hosting environments not directly under our control.

12.4) We provide a 60-day warranty period from the date of project completion (defined in Section 13.1), during which we will correct any bugs or errors in the code directly attributable to our development work at no additional cost. This warranty does not cover issues caused by client modifications, third-party software updates, hosting environment changes, or force majeure events.

12.5) Except as expressly provided in this section, we disclaim all other warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **13) Acceptance Procedures**

13.1) Milestone Acceptance: Upon completion of each agreed-upon project milestone (as defined in the Quotation), we will submit the relevant deliverables to you for review and approval.

13.2) Review Period: You will have 7 business days to review the deliverables and provide written feedback or approval.

13.3) Revisions: We will incorporate reasonable revisions as requested during the review period to align with the agreed-upon project scope. Significant deviations from the original scope will be treated as a change request as defined in a separate document.

13.4) Deemed Acceptance: If you fail to provide written feedback or approval within the specified review period, the deliverables will be deemed accepted by you, and we may proceed to the next project phase or consider that milestone completed.

13.5) Final Acceptance: Upon completion of the entire website development project, we will provide the final version for your review and approval. Final project completion is deemed when you provide written approval of the final website, or when the website is launched to a live public domain (whichever occurs first), or if you fail to provide feedback within 7 business days of final submission.

## **14) Third-Party Materials and Licensing**

14.1) Client Responsibility: You are responsible for obtaining all necessary licenses, permissions, and intellectual property rights for any third-party content, software, images, fonts, or other materials you provide to us for use in the website development.

14.2) Our Use of Third-Party Elements: We may use licensed third-party themes, plugins, stock assets, or open-source components in the development of your website. The usage of such elements will be subject to their respective licensing terms. We will inform you of any significant third-party components that require separate licensing or subscription fees for ongoing use, and you will be responsible for acquiring and maintaining such licenses.

14.3) No Warranty on Third-Party Elements: We do not provide any warranty for the performance, compatibility, or security of third-party software, plugins, or services. Issues arising from such elements are subject to the terms and support of their respective providers.

## **15) Dispute Resolution**

15.1) We aim to resolve disputes through negotiation before legal action. Contact [help@cminteractive.uk](mailto:help@cminteractive.uk) for complaints.

## **16) Governing Law and Legal Disputes**

16.1) This agreement is governed by and construed in accordance with the laws of England and Wales.

16.2) Any disputes arising under or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **17) Force Majeure**

17.1) We are not liable for failures due to events beyond our control, including acts of war, natural disasters, and cyber-attacks.

17.2) You agree to allow us six months to recover before legal action.

17.3) We will attempt to notify you of disruptions, but absence of communication after one month indicates an unforeseen event.

## **18) Your Website After Development**

18.1) Once we have completed your website's development, you may modify your site. However, any such modifications will forfeit any complimentary free maintenance, or any paid maintenance or services provided by us, unless we provide written consent otherwise. If paid website maintenance is forfeited, a prorated refund will be offered as outlined in Section 8.5.

18.2) You are solely responsible for maintaining your domain name registration. Failure to renew your domain name may result in its loss. As a courtesy, we will send a reminder notification one month prior to the domain's expiration date. However, we do not guarantee delivery of this notification. We strongly recommend using the WHOIS lookup tool <https://www.whois.com/whois/> to independently verify your domain's expiration date and to notify us of your intent to renew.

18.3) You acknowledge and agree that we shall not be liable for any losses or damages arising from your failure to renew your domain name.

18.4) After the provision of our services has ended, we will no longer be responsible for assisting you in fulfilling data subject requests.

## **19) Your Website During Development**

19.1) During the development process, we may provide you with limited access to a staging environment of your website. This staging environment is a temporary version of your website used for testing, feedback, and development purposes. It is not intended for public access or live use.

19.2) You agree not to modify the website code or content on the development server or staging environment without our prior written consent. Any unauthorised modifications you make could cause delays or require additional work, charged at a fair price set by us.

19.3) You agree to grant us necessary access to your Domain Name Server (DNS) records for the purpose of configuring services requested by you that require DNS access. You are responsible for ensuring that you have the necessary permissions to grant such access. We will not be liable for any issues arising from incorrect or unauthorised DNS access provided by you.

19.4) You agree to provide timely feedback and approvals during the development process. We will provide reasonable deadlines for feedback, and failure to meet these deadlines may result in project delays.

19.5) You are responsible for providing all necessary content, including text, images, and other media, in a timely manner and in the formats specified by us. Delays in providing content may affect project timelines.

19.6) Any changes to the agreed-upon project scope or design specifications must be submitted in writing and may result in additional costs and/or project delays. We will provide a written estimate for any requested changes before implementation.

19.7) The scope of work for this website development project will be defined in a separate document or proposal. Any work outside the defined scope will be considered a change request this will be defined within a separate document. Deviations from scope are not permitted for websites developed for free and revisions made are provided at our discretion.

19.8) We will not be held liable for any changes made to DNS records, by the client, or anyone acting on behalf of the client, that are not directly requested by the client and performed by our company.

19.9) We do not guarantee uninterrupted access to the staging environment. Scheduled maintenance or technical issues may result in temporary unavailability.

19.10) While we take reasonable measures to protect the staging environment, you acknowledge that it is a development environment and may not have the same level of security as a live production environment. You are responsible for any data you upload to the staging environment.

19.11) We are not liable for project delays caused by factors beyond our control, including but not limited to client delays, third-party issues, or technical difficulties. We also have no liability for sticking to deadlines for websites developed for free.

19.12) If a staging environment is provided, you are responsible for thoroughly testing the staging environment and providing detailed feedback on any issues or errors. We will address reported issues within a reasonable timeframe.

## 20) Data Processing Agreement (DPA) and Service Level Agreement (SLA)

20.1) Data Processing Agreement (DPA): If our services involve the processing of personal data on your behalf (where you are the Data Controller), a separate Data Processing Agreement (DPA) will be required. This DPA will outline our specific obligations as a Data Processor under applicable data protection laws, including the UK Data Protection Act. The DPA will be provided to you for review and execution.

20.2) Service Level Agreement (SLA): If we provide ongoing hosting, maintenance, or support services beyond the initial free maintenance period, these services will be governed by a separate Service Level Agreement (SLA). The SLA will detail the scope of services, response times, uptime guarantees, and any associated costs.

## 21) Websites Developed for Free

21.1) Websites developed for free operate under specific terms that differ from those applicable to websites developed for a fee. Should any conflict arise between the terms for paid websites and the terms outlined in this Section 21 for free websites, the terms of this Section 21 shall take precedence.

21.2) When developing websites for free, **we are under no obligation to adhere to specific project deadlines or provide the warranties** otherwise stated in this agreement. You remain solely responsible for ensuring compliance with all data subject requests under applicable data protection laws, including the UK Data Protection Act.

21.3) In exchange for the complimentary website development service, we expect you to provide feedback after the website is completed. This may include, but is not limited to, **publishing a review on our Trustpilot profile or granting us consent to feature your website within a case study**. We reserve the right to request either or both forms of feedback. **We will not provide you with access to your completed website (either by providing its files or uploading it to our selected hosting service) until this feedback obligation has been met.**

21.4) **"Websites developed for free" specifically refers to the exclusion of our website development fee.** We reserve the right to charge for other related services, such as website hosting, domain name registration, premium plugins, or ongoing maintenance, as separately agreed or outlined in your Quotation.

## 22) Questions About This Agreement

22.1) If you have any questions with the terms laid out in this agreement then please contact us via email at [help@cminteractive.uk](mailto:help@cminteractive.uk)

## Signature

<b>Signed by (Name)</b>	
<b>Organisation</b> <b>Please also write any trading names.</b> (Leave blank if not applicable)	
<b>Signature</b>	
<b>Date Signed</b>	