



Full Terms & Conditions

Date: 28th November 2025

Revised: 20th December 2025

DEFINITIONS

Agreement means the Project Proposal, Terms and Conditions and any other attached documents.

Project means the scope and purpose of The Client's identified usage of the work product as described in the Project Proposal.

Services means all services and the work product to be provided to The Client by Little Web Creations Ltd as described and otherwise further defined in the Project Proposal.

Final Deliverables means the final versions of Deliverables provided by Little Web Creations Ltd and accepted by The Client.

Deliverables means the services and work product specified in the Project Proposal to be delivered by Little Web Creations Ltd to The Client.

Client Content means all materials, writing, images or other creative content provided by The Client used in preparing or creating the Deliverables.

Third Party Materials means proprietary third-party materials which are incorporated into the Final Deliverables, including without limitation stock photography or illustration, fonts, plugins and software.

Designer Tools means all design tools developed and/or used by Little Web Creations Ltd in performing the Services, including pre-existing and newly developed software including source code, Web authoring tools, type fonts, and application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.

DESIGNER SERVICES

Little Web Creations Ltd shall perform the services listed the Scope of Work according to the Work Plan and Milestones schedule.

PROPOSAL

The terms of this Agreement expire **60** days after being submitted to The Client. If this Agreement expires, Little Web Creations Ltd may modify the Agreement and resubmit it to The Client.

COMPENSATION

Fees. The Client agrees to pay Little Web Creations Ltd the fees listed in the Project Proposal, including any relevant taxes, if applicable.

Expenses: The Client will pay Little Web Creations Ltd expenses, including but not limited to: (a) Incidental and out-of-pocket expenses at cost plus Little Web Creations Ltd's standard markup of **25%** (b) Mileage reimbursement, other than normal commuting, at **45 pence** per mile; (c) Travel expenses, other than normal commuting, but including airfare and rental vehicles, with client approval.

Additional Costs: Pricing in the Project Proposal includes only Little Web Creations Ltd fees. Any other costs, such as hosting, art licensing or photography, will be billed to The Client.

Hosting Final Deliverables: Little Web Creations Ltd will host the Final Deliverables on Little Web Creations Ltd's web space while the Project is under construction. If the Final Deliverables are not completed by the completion date listed in the Project Proposal, and the delay is not caused by Little Web Creations Ltd, The Client agrees to pay Little Web Creations Ltd **£19.95** per month for hosting until the Final Deliverables are made live.

PAYMENT

Payment Schedule: Payment is due when Little Web Creations Ltd completes each milestone as listed in the Work Plan and Milestones schedule, and The Client accepts the Deliverables for that milestone or as per any agreed payment schedule prior to work commencing, which is of particular relevance to combined Design & Hosting packages.

Invoices: All invoices are payable within **7 days** of receipt. Invoices shall list any expenses and additional costs as separate items.

LATE PAYMENT

Late Fee: A monthly service fee of 1.5 percent, or the maximum allowed by law, is payable on all overdue balances.

Crediting Late Payments: Payments will be credited to late payments first, then to unpaid balances.

Collection Expenses: The Client shall pay all collection or legal fees caused by late payments.

Withholding Delivery: Little Web Creations Ltd may withhold delivery and transfer of ownership (if applicable) of any current work if accounts are not current or overdue invoices are not paid in full.

Withholding License: All grants of any license to use or transfer ownership of any intellectual property rights under this Agreement are conditioned on full payment, including all outstanding Additional Costs, Expenses, Fees, or any other charges.

CHANGES TO PROJECT SCOPE

Change Request: If The Client wants to change the Scope of Work after acceptance of this Agreement, The Client shall send Little Web Creations Ltd a written Change Order describing the requested changes in detail. Within **7** of receiving a Change Order, Little Web Creations Ltd will respond with a statement proposing their availability, additional fees, changes to delivery dates, and any modification to the Terms and Conditions. Little Web Creations Ltd will evaluate each Change Order at its standard rate and charges.

Major Change: If The Client requests are at or near **75%** percent of the time required to produce Deliverables, or the value of the Scope of Services **less final payment amount**, Little Web Creations Ltd shall be entitled to submit a new and separate Proposal to The Client for written approval. Little Web Creations Ltd shall not begin work on the revised services until they receive a fully signed revised proposal and any additional fees.

Minor Change: If The Client requests are not Major Changes, The Client will be billed on a time and materials basis at Little Web Creations Ltd's hourly rate of **£25** per hour. Such charges shall be in addition to all other amount payable under this Agreement, despite any maximum budget, contract price or final price identified. Little Web Creations Ltd may extend or modify any delivery schedule or deadlines in the Agreement as may be required by such changes.

Acceptance/Rejection: The Client will have **7** days to respond in writing accepting or rejecting the new proposal. If The Client rejects the proposal, Little Web Creations Ltd will not be obligated to perform any services beyond those in the original Agreement.

DELAYS

Designer Delays: Little Web Creations Ltd shall use all reasonable efforts to meet the Work Plan and Milestones delivery schedule. Little Web Creations Ltd may extend the due date for any Deliverable by giving written notice to The Client. The total of all extensions shall not exceed 30 days.

Client Delays: The Client shall use all reasonable efforts to provide needed information, materials and approvals. Any delay by The Client will result in a day-for-day extension of the due date for all Deliverables.

General Delays: Any delay caused by conditions beyond the reasonable control of the parties shall not be considered a breach and will result in a day-for-day extension of any performance due. Each party shall use reasonable efforts to notify the other party, in writing, of a delay. Conditions beyond the reasonable control of the parties include, but are not limited to, natural disasters, acts of government after the date of agreement, power failure, fire, flood, acts of God, labour disputes, riots, acts of war, terrorism and epidemics.

EVALUATION AND ACCEPTANCE

Testing: Little Web Creations Ltd will test and correct Deliverables using commercially reasonable efforts before providing Deliverables to The Client.

Approval Periods: The Client shall, within **5** business days after receiving each Deliverable, notify Little Web Creations Ltd in writing of any failure to comply with the specification of the Project Proposal or of any other objections, corrections or changes required. Little Web Creations Ltd shall, within **5** business days of receiving The Clients notification, correct and submit a revised Deliverable to The Client. The Client shall, within **5** business days of receiving a revised Deliverable, either approve the corrected version or make further changes. If after **three** corrections by Little Web Creations Ltd, The Client finds the Deliverables are not acceptable, The Client may terminate this agreement subject to the termination clauses of this Agreement. If The Client fails to provide approval or comments during any approval period, those Deliverables will be considered approved and accepted. All objections, corrections and changes

shall be subject to the terms and conditions of this Agreement.

CLIENT RESPONSIBILITIES

The Client acknowledges that it is responsible for performing the following in a reasonable and timely manner: (a) Provide Client Content in a form suitable for use in the Deliverables without further preparation by Little Web Creations Ltd, unless otherwise specified in the Project Proposal; (b) Proofread all Deliverables. The Client will be charged for correcting errors after the acceptance of any Deliverable; (c) Make decisions regarding other parties.

ACCREDITATION AND PROMOTION

Accreditation: Little Web Creations Ltd shall be entitled to place accreditation, as a hyperlink or otherwise, in the form, size and location as incorporated by Little Web Creations Ltd in the Deliverables on each page of the Final Deliverables.

Promotion: Little Web Creations Ltd retains the right to reproduce, publish and display the Deliverables in Little Web Creations Ltd's portfolios and websites, in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses.

Promotional Approval: Either party, subject to the other's reasonable approval, may describe its role in the Project on its website and in other promotional and marketing materials, and, if not expressly objected to, include a link to the other party's website.

CONFIDENTIAL INFORMATION

The Client's "Confidential Information" includes information that Little Web Creations Ltd should reasonably believe to be confidential. Little Web Creations Ltd's "Confidential Information" includes the source code of any Designer Tools. All material considered confidential by either party shall be designated as confidential. Confidential Information shall not be disclosed to third parties and shall only be used as needed to perform this Agreement.

Confidential Information shall not include any information that is already known by the recipient, becomes publicly known through no fault of the recipient, or is received from a third party without a restriction on disclosure

RELATIONSHIP OF THE PARTIES

Independent Contractor: Little Web Creations Ltd is an independent contractor. Little Web Creations Ltd shall determine, in its sole discretion, the manner and means by which the Services are accomplished. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party is authorised to act as agent or bind the other party except as expressly stated in this Agreement. Little Web Creations Ltd and the work product or Deliverables prepared by Little Web Creations Ltd shall not be deemed a work for hire as defined under Copyright Law. All rights granted to The Client are contractual in nature and are expressly defined by this Agreement.

Design Agents. Little Web Creations Ltd shall be allowed to use third-parties as independent contractors in connection with the Services ("Design Agents"). Little Web Creations Ltd shall remain fully responsible for Design Agents' compliance with this Agreement.

No Exclusivity. This Agreement does not create an exclusive relationship between the parties. The Client is free to engage others to perform services of the same or similar nature to those provided by Little Web Creations Ltd, and Little Web Creations Ltd shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by Little Web Creations Ltd.

REPRESENTATIONS AND WARRANTIES

By The Client. The Client represents and warrants to Little Web Creations Ltd that: (a) To the best of The Client's knowledge, use of the Client Content does not infringe the rights of any third party; (b) The Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials; (c) The Client will obtain all necessary and appropriate rights and licenses to grant license to Little Web Creations Ltd to use Third Party Materials.

By Little Web Creations Ltd: Little Web Creations Ltd represents and warrants to The Client that: (a) Little Web Creations Ltd will provide the Services identified in the Agreement in a professional and workmanlike manner; (b) Little Web Creations Ltd shall secure all necessary rights, title, and interest in and to the Final Deliverables, including Designer Tools, sufficient for Little Web Creations Ltd to grant the intellectual property rights provided in this Agreement; (c) To the best of Little Web Creations Ltd's knowledge, the Deliverables will not violate the rights of any third parties; (d) If The Client or third parties modify the Deliverables or use the

Deliverables outside of the scope or purpose of this Agreement, all representations and warranties of Little Web Creations Ltd shall be void.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, LITTLE WEB CREATIONS LTD MAKES NO WARRANTIES WHATSOEVER. LITTLE WEB CREATIONS 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.

INDEMNIFICATION AND LIABILITY

By The Client: The Client shall indemnify Little Web Creations Ltd from any and all damages, liabilities, costs, losses, expenses or attorney 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. Little Web Creations Ltd shall promptly notify The Client in writing of any third-party claim or suit. The Client shall have the right to fully control the defense and any settlement of such claim or suit.

By Little Web Creations Ltd: In the case of a third-party lawsuit or proceeding based on a claim that Deliverables breach the third-party's intellectual property rights, and it is determined that such infringement has occurred, Little Web Creations Ltd may at its own expense, replace any infringing content with non-infringing content.

Limitation of Liability. THE SERVICES AND THE WORK PRODUCT OF LITTLE WEB CREATIONS LTD ARE SOLD "AS IS." IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF LITTLE WEB CREATIONS, ITS DIRECTORS, OFFICERS, EMPLOYEES, DESIGN AGENTS AND AFFILIATES ("DESIGNER PARTIES"), TO THE CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND THE CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE NET PROFIT OF LITTLE WEB CREATIONS LTD IN RELATION TO THE PROJECT AS DETAILED IN SCOPE OF WORK. IN NO EVENT SHALL LITTLE WEB CREATIONS 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 LITTLE WEB CREATIONS LTD, EVEN IF LITTLE WEB CREATIONS LTD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

TERM AND TERMINATION

Term: This agreement shall begin when both parties sign and shall continue until all Services are complete and delivered, or until the Agreement is Terminated.

Termination for Cause: Either party may terminate this agreement at any time, on **14** days prior written notice if the other party breaches any of its material responsibilities or obligations under this Agreement and fails to cure that breach during that **14** day period.

Termination for Insolvency: Either party may terminate this agreement at any time, on written notice to the other party, if the other party ceases to conduct business in its normal course; makes an assignment for the benefit of creditors; is liquidated or otherwise dissolved; becomes insolvent; files a petition in bankruptcy; or a receiver, trustee, or custodian is appointed for it.

Termination by Mutual Agreement: This agreement may be terminated by the mutual agreement of the parties.

Termination for Convenience: Either party may terminate this agreement at any time and for any reason on **14** days prior written notice to the other party. If The Client terminates the Agreement under this section, Little Web Creations Ltd shall, at The Clients reasonable discretion, complete any work assigned or scheduled during the notice period in accordance with the terms and conditions of this Agreement.

Termination Fees: In the event of termination, The Client shall pay Little Web Creations Ltd for the Services performed through the date of termination in the amount of a prorated portion of the fees due. The Client shall pay all Expenses, Fees, and Additional Costs incurred through the date of termination.

Intellectual Property: If The Client terminates and on full payment of compensation, Little Web Creations Ltd grants The Client right and title as provided by this Agreement with respect to those Deliverables provided and accepted by The Client as of the date of termination.

Confidential Information: On expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) all rights and

obligations regarding Confidential Information shall survive.

RIGHTS TO FINAL ART

License: Little Web Creations Ltd grants to The Client a non-exclusive, perpetual and worldwide license to use and display the Final Deliverables in accordance with this Agreement. The rights granted to The Client are for use of the Final Deliverables in its original form only. The Client may not change, create derivative works or extract portions of the Final Deliverables.

Liquidation for unlicensed use: Additional use of any Deliverables by The Client outside the scope of the license granted above requires additional fees. Little Web Creations Ltd shall be entitled to further compensation equal to **30%** percent of the total original Project fee unless otherwise agreed in writing by both parties. In the event of non-payment, Little Web Creations Ltd shall be entitled to pursue all remedies under law and equity.

RIGHTS TO DELIVERABLES OTHER THAN FINAL ART

Client Content: Client Content is the exclusive property of The Client. The Client grants Little Web Creations Ltd a non-exclusive, non-transferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Little Web Creations Ltd's performance of the Services and limited promotional uses of the Deliverables as authorised in this Agreement.

Preliminary Works. Little Web Creations Ltd retains all rights in and to all Preliminary Works. The Client shall return all Preliminary Works to Little Web Creations Ltd within thirty (30) days of completion of the Services.

Designer Tools. All Designer Tools are and shall remain the exclusive property of Little Web Creations Ltd. Little Web Creations Ltd grants The Client a non-exclusive, non-transferable, perpetual, worldwide license to use the Designer Tools solely to the extent necessary with the Final Deliverables for the Project.

SUPPORT SERVICES

Warranty Period. During the first 12 months following expiration of this Agreement, Little Web Creations Ltd shall provide up to **two** hours of Support Services at no additional cost to The Client. Support Services means commercially reasonable technical support and assistance to maintain and update the Deliverables, including correcting any errors or Deficiencies. Requests

for additional support will be billed on a time and materials basis at Little Web Creations Ltd's standard rate.

Maintenance Period. After the Warranty Period expires and at The Client's option, Little Web Creations Ltd will provide Support Services whilst the Deliverables (website) remains hosted via Little Web Creations Ltd for for Little Web Creations Ltd's hourly fees of **£25** per hour or part thereof, in multiples of quarter hours, subject to a minimum fee of **£12.50**

No Enhancements: The services in the Warranty Period and the Maintenance Period do not include enhancements to the Project or other services outside the scope of the Proposal.

ENHANCEMENTS

During the Maintenance Period, The Client may request that Little Web Creations Ltd develop enhancements to the Deliverables. Little Web Creations Ltd shall exercise commercially reasonable efforts to prioritise Little Web Creations Ltd's resources to create such enhancements. The Client understands Little Web Creations Ltd may have pre-existing obligations that may delay requested enhancements. Little Web Creations Ltd shall provide any enhancements on a time and materials basis at Little Web Creations Ltd's standard rate.

Alterations. Alteration of any Deliverable is prohibited without the express permission of Little Web Creations Ltd. Little Web Creations Ltd will be given the first opportunity to make the required alterations. Unauthorised alterations shall constitute additional use and will be billed accordingly.

DISPUTE RESOLUTION

Negotiation: Parties agree to attempt to resolve any dispute by negotiation between the parties.

Arbitration/Mediation: If parties are unable to resolve the dispute by negotiation, either party may start mediation and/or binding arbitration in a forum mutually agreed to by the parties.

Litigation: In all other circumstances, the parties specifically consent to UK Law.

Legal Fees: The prevailing party shall be entitled to recover its legal' fees and costs in any dispute resolved by binding arbitration or litigation.

GENERAL

Modification/Waiver: Modifications to this Agreement must be in writing and signed by both parties. Failure by a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.

either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as

Notices. All notices under this Agreement shall be given in writing either by: (a) Email, with return confirmation of receipt; (b) Certified or Registered mail, with return receipt requested. Notice will be effective when received, or in the case of email on confirmation of receipt.

No Assignment. Rights or obligations under this Agreement shall not be transferred, assigned or encumbered without the prior written consent of the other party.

Governing Law. This Agreement shall be governed by the law of English Law

Severability: If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Where possible the invalid or unenforceable provision shall be interpreted in such manner as to be effective and valid under applicable law.

Headings: Headings and numbering used in this Agreement are for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of this Agreement, and shall not have any legal effect.

Complete Agreement: This Agreement is the entire understanding of the parties and supersedes all prior understandings and documents relating to the subject matter of this Agreement.

