



Website Design Project Contract

Online Designs is a trading name of Kwoosh Ltd
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Registered in England & Wales. Company Number: 12637442
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For more info on all of this, see: help.onlinedesigns.uk

CONTENTS

- 1. What do both parties agree to?**
- 2. Design & functionality**
- 3. Legal Requirements of your website**
- 4. Your content & images**
- 5. Copyright, Ownership & Intellectual property**
- 6. Browser compatibility**
- 7. Communication & meetings**
- 8. Timelines & payments**
 - 8a. Example situations that could change the timeline**
- 9. Cancellation of project during build**

IN SUMMARY

If you're stretched for time, here is what you're signing.

- You agree to be open and clear about your requirements, and we agree to design and build your website to the best of our professional ability.
- You confirm that any content or images you provide are free to use and do not infringe any copyright or third-party rights.
- You agree to respond promptly during the project and to pay invoices within 7 days of issue.

1. What do both parties agree to?

You: You have the authority to enter into this contract on behalf of yourself, your company or your organisation. You'll give us everything we need to complete the project, when we need it, and in the format we need it. You'll review our work and provide feedback and approval in a timely manner. You understand that if there are delays in providing content or feedback, the project timeline may need to be extended. You agree to the payment schedules on all invoices sent to you.

Us: We have the experience and ability to do everything we have agreed with you, and we will do it in a professional and timely manner. We will strive to meet every deadline that is set and will be upfront if the work takes longer than planned.

2. Design and Functionality

Summary: You agree to send us a full brief which we will do our best to meet. We have the right to refuse new ideas during the project or to quote extra to include them.

- We create and host your websites online using the builder [wix.com](https://www.wix.com). This is an intuitive design platform which allows us to design from scratch and put our effort into the design rather than heavy time-consuming coding work.
- This does sometimes come with a few limitations in terms of design and functionality, but if we are all clear about the aims of your website to begin with, everything we agree will be achievable.
- Any significant design or functionality change requests made after project commencement may be subject to additional costs, which we'll always confirm in writing before proceeding.
- We may need to decline certain ideas or suggestions for the design if we know fundamentally the ideas won't work. This could be for functionality reasons (eg, the platform simply isn't capable), if we don't have time to complete the additional work, or that it would breach common practice (eg, colours that clash, affecting accessibility). Overall we will do our best to accommodate your wishes but there may be limitations.

3. Legal Requirements of your website

Summary: It is your responsibility to make sure the legal aspects of your website are in place.

- Please note that while we can guide you on general best practice, the responsibility for ensuring your website meets all legal requirements rests with you. This includes policies such as GDPR, privacy, cookies and accessibility, or business-specific policies such as safeguarding or hygiene. We recommend you seek legal advice if you are unsure which policies or statements your business requires.

4. Your Content and Images

Summary: We will advise you on what to include, but it is your responsibility to provide good quality content and to make sure your content is copyright-free.

- It is your job to write all of your text copy and to provide images. We do not supply content.
- We will not proof-read your content or check grammar.

- We may tweak or adjust your content to fit the design of your site, or use it in a different way or place to where or what you have specified.
- We cannot accept responsibility for any legal issues arising from copyrighted material you supply.
- If we provide any stock images, please note these are not suitable for any other marketing (digital or print) or for use on any other platform. If you require images that you can use throughout your marketing or branding, you should buy suitably licensed images or seek the help of a graphic designer.
- Our goal is to help your site look its best, so please provide high-quality text and images where possible.

5. Copyright, Ownership & Intellectual Property

Summary: Your own your content but we own the design, which is automatic as the creators under UK & US law.

- Ownership of the website design, structure, and layout remains with Online Designs (Kwoosh Ltd) unless otherwise agreed in writing. This is because we design from scratch and the rights are automatically assigned to the creator in the US and UK. Payment of your invoices does not transfer this ownership.
- You own all text, images, and content you have created or supplied.
- In exceptional circumstances, we may permit a third-party company to take over management of the website. Any such management is strictly temporary as copyright in the website design remains exclusively with us.
- The third party may not claim authorship, reproduce, or display the design in any portfolio, marketing materials, or otherwise.
- We expect the third party to create their own work and not rely on or take over our original design.
- If you have used stock images on your website, the copyright/IP rights with the third party will be explained in your license and are separate to your agreement with us.

6. Browser Compatibility

Summary: We design our websites to work well on modern browsers and a variety of devices. We cannot guarantee functionality on older software or all window sizes.

- The platform we use resizes your website automatically depending on visitor's screen sizes. Therefore the website will not look exactly the same on all browsers and screen sizes.
- We optimise every site for modern browsers and devices to ensure an excellent experience for most users. If you or your clients use out of date software or hardware you can expect website issues across the web.
- We test our work in Google Chrome and Safari on MacOS, and on iOS Safari.
- We are not in control of how your device renders website pages and can only use the tools available to us, so therefore we are not responsible for discrepancies across different

monitors, devices or screen sizes but will do our best to optimise your website so it looks great on everything.

7. Communication and Meetings

Summary: Please keep communication to email unless otherwise agreed. We will reply as quickly as possible and ask you to do the same.

- We strive to communicate quickly and effectively and are frequently praised on our speed. We will generally address your emails within 2-3 business days.
- To ensure we stay organised and provide you with our full attention, we handle all communications by email unless we arrange a call in advance.
- If we give our phone number to you for WhatsApp communication, this does not give you the right to call us.
- We cannot be held responsible for missing your messages if sent over third party platforms like Facebook. Please ensure communication is sent by email.
- If communication with you ceases, or becomes insufficient, we will take action based on the stage of the project. See Section 8a for details.
- We value respectful, timely communication so we can make your project a success together.

8. Timelines and Payments

Summary: Please communicate with us quickly so we can keep the project on track. Please keep communication to email unless otherwise agreed.

We work to a 12 week guideline, which means we prefer no project to take over 12 weeks from contract signing to completion and final payment. In the background we use this timeline as a guide to reach various milestones in the project.

- We usually won't set a specific deadline. However if you need a deadline (e.g. for an event), please let us know at the start of your project. The date depends on you meeting agreed milestones, and we can't be held responsible if delays on your side cause it to be missed.
- Your deposit invoice (if applicable) is due within 7 days of the invoice date. If payment or a signed contract isn't received within this timeframe, we may issue a new set or cancel the project. Restarting the project may require a new quote. All invoices must be paid within 7 days of issue unless otherwise agreed in writing. Late payments may incur statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- If your project is delayed on your end (e.g. due to illness or holiday), please keep us informed and we will help you move forward as long as you stay in touch. However, if the delay becomes unreasonable (at our discretion), we may invoice for work done, sign off, keep your deposit, and re-quote when you're ready to continue.
- If your project is delayed on our end, we'll be transparent and aim to complete it promptly. As a small two-person business, delays may occur due to illness, holidays, or leave, which you agree is reasonable.

8a. Example delays and the action we will take:

If you become unresponsive or your communication and contributions are insufficient at any point in the project, certain actions may be taken (see below). This can be avoided by staying in contact with us throughout the project.

Here's a list of situations where lack of communication or insufficient contributions may occur, along with the actions we may take if needed.

You fail to sign the contract or pay the 25% deposit within 7 days:

The contract will expire and we will void the deposit invoice. We may need to re-quote to get started again.

We've completed the paperwork but you fail to make a start on the project in a timely manner, for example providing us the content or answering our initial questions:

If work on your first draft hasn't started within 4 weeks of signing the contract, we will terminate the project and keep your original 25% deposit. Restarting the project will require a partial additional deposit and a new contract. Please only proceed when you're ready for the website to be created.

If you have received your initial or full design draft but don't provide feedback or supply the required content/answers:

If your website project cannot progress within the 12-week timeline despite our attempts to contact you, we will keep your deposit and invoice a portion of the final payment based on work completed (25%–90%). Any remaining work will be re-quoted as a new project, requiring a new contract. We are not obligated to continue the project.

The website is complete and ready to go but you request an unexpected delay in launching – for example to fit a marketing plan:

This is fine. We will invoice you the full amount, and will launch the site when you're ready. We reserve the right to quote for the additional work if it is more than 4 weeks later.

An unexpected situation occurs with Online Designs that affects one or both of us from working on your project (e.g. illness, accident, equipment failure, compassionate leave, force majeure):

We will keep you informed and be honest about expectations as soon as we are made aware of any situations that may impact your project and reach an agreement with you accordingly.

9. Cancellation of project during build

Summary: If you wish to cancel at any point, the actions taken vary depending on project status and reason for cancellation.

- If at any stage you are really not happy with the direction the project is taking, and feel it cannot be rectified or feel we're not the right designers for the job, you can request to cancel this contract.
- Cancellation incurs payments which cover our work until that point in a way which is fair to both parties.

- In any cancellation scenario, we will always communicate clearly, provide a written summary of the situation, and confirm any fees due before taking action.
- Deposits are always non-refundable as they cover work we will do immediately in the set up process.
- The amount you are charged will be worked out according to the stage of the project:
 - If you have paid the deposit but not received the first draft: No extra charge. Deposit is retained.
 - If you have received your first draft but the project isn't complete: We will work out a charge to cover our time and retain your deposit.
 - If the project has been signed off or is close to being finished: The full project amount will be due.
- If we choose to cancel the project from our side at any point, we won't charge you anything extra but may or may not keep your deposit. This is discretionary and depends on our reasons. We can do this for the following reasons:
 - You have failed to pay an invoice or you have failed to uphold any part of this contract.
 - If we're unable to progress your project due to lack of communication.
 - Any of our staff feel threatened, harassed or feel unable to communicate with you effectively or in a productive way.
 - Your project brief/requirements have changed and is no longer covered in this quote or contract.
 - We feel the project is not within our skillset and that it cannot be rectified or we have misunderstood the brief/requirements which you set out clearly (we may refund your deposit in this instance but it is at our discretion depending on the level of proof available).
 - You/your company have gone into liquidation or suffer the appointment of an administrator, or administrative receiver or enter into a voluntary arrangement with your creditors.

What happens to my website if this contract is cancelled?

- If, for any of the above reasons this contract is cancelled, we will keep your website in our control. Your data may be deleted without warning.

Agreement

By using our services, you acknowledge that you are entering into an agreement on behalf of your business with Kwoosh Ltd and you are legally obliged to follow its terms, as are we. We may revise this agreement at any time, and the latest version of this agreement will always be visible at help.onlinedesigns.uk/post/check-your-contracts along with all previous versions of this document. You agree that this document will be replaced with that latest version when they are released and published at <https://help.onlinedesigns.uk/post/check-your-contracts>

We look forward to working with you, Kathryn Moir & Shaun Cooke of Online Designs (legally Kwoosh Ltd).

This agreement is governed by and construed in accordance with the laws of England and Wales, and any disputes shall be subject to the exclusive jurisdiction of the English courts.

Signatures

By signing this document, you acknowledge that you are entering into an agreement on behalf of your business with Kwoosh Ltd and you are legally obliged to follow its terms, as are we.

Signed:	Company Name	Date:
	Print Full Name	

Signed: Kwoosh Ltd

Kathryn Elizabeth Moir, Director

Date:

