

YAZAROO LTD · COMPANY NO. 12216688**Terms of Service & Working Agreement**Effective: June 2026 · Governing law: England & Wales

These Terms set out how we work together. They are written to be read — no ticketing systems, no needless jargon — while giving both of us clear, fair and enforceable ground rules. They apply whenever you accept a Quote from us for any of our Services.

PART 1 — AGREEMENT, CHARGES & PAYMENT

1. About these Terms & Acceptance

1.1 These Terms of Service apply to you (the “Client”, “you”) when you accept a formal quote for work from Yazaroo Ltd (Company Number 12216688), whose registered office is 4 The Garth, Ash, Surrey, GU12 6QN (“Yazaroo”, “we”, “us”, “our”).

1.2 By accepting our Quote — in writing, by email, by electronic acceptance, or by paying our deposit invoice — you agree to be bound by these Terms, the Scope of Work, and the pricing set out in that Quote. Together these form the “Agreement” between us.

1.3 Where anything in a signed Quote or Scope of Work conflicts with these Terms, the Quote takes precedence for that project only. These Terms otherwise govern.

1.4 Updates to these Terms. We may update these Terms from time to time. For one-off projects, the version in force when you accept your Quote governs that project. For rolling monthly Services, we will give you at least 30 days’ written notice of any material change, and your continued use of the Service after that notice takes effect confirms your acceptance of the updated Terms. The current version is always the one published at yazaroo.co.uk.

2. Definitions

In this Agreement: “Services” means the services described in your Quote (which may include any of web design, WordPress support and managed hosting); “Site” means the website we build or manage for you; “Materials” means all copy, images, branding, data and other content you supply; “Retainer Month” means a calendar month under a monthly Service; and “Working Hours” means Monday–Friday, 9:00am–5:00pm UK time, excluding UK Bank Holidays and the period between Christmas and New Year.

“End Client” means any client, customer or other third party on whose behalf, or for whose ultimate benefit, you engage us — for example where you are an agency, studio or reseller and the finished Site is for one of your own clients. “Intermediary Arrangement” means any engagement in which you act in that capacity.

3. Acting Through an Agency or for an End Client

3.1 You contract as principal. Where you engage us on behalf of, or for the ultimate benefit of, an End Client (for example as an agency, studio or reseller), you do so as principal and in your own name. You — not the End Client — are our Client, and you are solely responsible to us for the obligations in this Agreement, including payment.

3.2 We deal only with you. Unless we agree otherwise in writing, we take all instructions, briefs, approvals, feedback and amendments from you, and we are entitled to treat anything you approve as fully authorised by the End Client. Reconciling our work with the End Client’s wishes is your responsibility, not ours.

3.3 No relationship with the End Client. This Agreement creates no contract, duty of care or liability between us and any End Client. No End Client is our client, and clause 21.5 applies: no End Client, user or other third party has any right to enforce this Agreement.

3.4 You stand behind the End Client. You are responsible for the acts, omissions and payment obligations of your End Client as if they were your own. If your End Client fails to pay you, delays, changes its mind or brings a complaint, that does not affect what you owe us or reduce your obligations under this Agreement.

3.5 Overseas End Clients and users. Where an End Client, or the users or audience of the Site, are located outside the United Kingdom, you are responsible for ensuring the Services and Site meet any laws applicable in those territories (including data-protection, breach-notification, consumer and e-commerce laws). We do not advise on, or warrant compliance with, non-UK law unless we have expressly agreed to in the Quote.

IN SHORT

If you're an agency or reseller and the site is really for your own client, you are still our Client. We work to you, you work to them, and the risks of that onward relationship sit with you — see the indemnity at clause 18.

4. Charges, VAT & Payment

4.1 VAT. All prices are exclusive of UK VAT, which is added at the prevailing rate (currently 20%).

4.2 Project payment schedule. Unless your Quote states otherwise, fixed-fee build projects are invoiced as follows:

Stage	When due
50% deposit	On acceptance, before any work begins. Non-refundable.
40% mid-project	On delivery of the first draft design or website layout.
10% final	Before the final files are handed over or the Site is launched.

4.3 Monthly Services. Support and hosting fees are invoiced monthly and are payable within 14 days of the invoice date.

4.4 Hourly rate. Where work falls outside an agreed fixed fee or a monthly allowance — including additional amendments, overage and ad-hoc work — it is charged at £99 per hour (ex. VAT), with a minimum charge of one hour. We will agree any such work with you in writing before it begins.

4.5 Late payment. If any sum is overdue, we may charge interest on the overdue amount at 4% above the Bank of England base rate until it is paid, and may suspend Services until your account is brought up to date.

4.6 Quote validity. Quotes are valid for 30 days from the date of issue unless stated otherwise. We do not hold pricing, booked production slots or specifications open beyond that period.

5. Amendments & Change Control

5.1 Included amendments. The price of a build project includes two rounds of amendments to the draft design, submitted using our amendment forms.

5.2 Further amendments. Changes beyond the two included rounds are charged at £99 per hour (ex. VAT) and are payable before final delivery.

5.3 Scope changes. Any request to change the agreed scope after work has commenced must be made in writing and will be handled by a Change Control Note setting out the impact on price, timeline and resources. Both parties must approve it in writing before that work proceeds.

PART 2 — WORKING TOGETHER

6. Your Responsibilities

To allow us to deliver on time, you are responsible for providing, promptly and accurately:

- A clear brief for the work.
- All Materials — text, images, branding and data — needed for the Site.
- Timely feedback and approvals at each stage.
- Access and logins, including full WordPress admin access to any existing site, plus domain, DNS and relevant accounts.

- Rights and accuracy. You confirm the Materials are correct, complete and do not infringe any third party's intellectual property or licences.

7. Project Delays, Inactive & Abandoned Projects

7.1 Your input keeps the project moving. Our ability to deliver depends on you supplying the Materials, briefs, approvals and feedback we request, when we request them. While we are waiting on you, the project timeline is paused and any agreed dates move accordingly.

7.2 Reserved capacity. When you accept a Quote and pay your deposit, we reserve studio time and capacity for your project. That reserved time has a real cost to us whether or not the project proceeds.

7.3 Inactive projects. If we have asked you in writing for something we need in order to proceed, and you do not respond or provide it within 30 days of that request, we may treat your project as "Inactive" and will tell you so in writing.

7.4 Deemed cancellation (abandonment). If a project remains Inactive for a further 30 days after our notice under clause 7.3 (60 days of non-response in total), the project is treated as cancelled by you. On such cancellation:

- this Agreement, so far as it relates to that project, comes to an end;
- all sums you have already paid — including any deposit and any payment made in full or in advance — are retained by us and are non-refundable, as payment for the time, reserved capacity and work already undertaken and for the loss caused by the cancellation; and
- we are released from any further obligation to design, build, deliver, launch or host the Site.

7.5 No obligation to revive a lapsed project. If you later wish to revive a cancelled or lapsed project, we will treat it as a new piece of work, quoted at our rates and availability current at that time. We are under no obligation to honour a previous Quote or to credit previous payments against new work, although we may choose to do so at our discretion.

IN SHORT

If a project goes quiet for 60 days after we've chased you, we may close it, keep what has been paid, and stop work. Restarting it later is a fresh quote at then-current prices.

8. Website Build & Acceptance

8.1 The Site is complete when it substantially complies with the Quote and Scope of Work.

8.2 Acceptance is deemed to occur when either (a) the Site passes the acceptance checks we notify to you in writing, or (b) you begin using any part of the Site for live or revenue-earning purposes (other than testing).

PART 3 — ONGOING SERVICES

9. WordPress Support & Maintenance

Our Standard Support package is £99 per month (ex. VAT) on a 30-day rolling basis, and includes:

- One hour of dedicated studio time each Retainer Month for site changes, content updates, imagery or performance work.
- 24/7 automated downtime monitoring with active resolution by us.
- Daily software & security updates across WordPress core, themes and plugins.
- Daily and offsite backups of your database and assets.
- SSL monitoring and renewal, and 2FA configuration for logins.
- Premium hosting & SSL bundled as standard when your Site is hosted on our network (see clause 10).

9.1 Turnaround. We acknowledge change requests by email within one Working Day and confirm an expected delivery date. Requests within your monthly allowance are completed within 48–72 Working Hours of receiving a complete brief, depending on complexity and scheduling. Requests received outside Working Hours are treated as received at 9:00am on the next Working Day.

9.2 Use it or lose it. Your dedicated hour is reserved in our schedule in advance. Unused time does not roll over, and is not credited or refunded, in any later month. The allowance resets at the start of each Retainer Month.

9.3 What the hour does not cover. New page or section designs, new functionality or integrations, custom development, e-commerce build work, copywriting, and design work all sit outside the monthly hour. These are quoted separately or charged at £99 per hour (ex. VAT), agreed in writing before work begins.

9.4 Sites we did not build / external hosting. We can support WordPress sites built by others or hosted elsewhere, but we cannot guarantee uptime, backup integrity or unconditional fixes where we do not control the server environment or did not write the underlying code. Where a site is structurally compromised, we will give you an honest assessment of the best way forward.

10. Managed Hosting

Standard Managed Hosting starts from £20 per month (ex. VAT); enterprise and high-traffic platforms are individually quoted. Hosting includes SSL, isolated high-performance infrastructure, web application firewall and malware scanning, and is powered by 100% renewable UK energy.

10.1 Data residency. We deploy across secure facilities in the UK, the United States and mainland Europe and will, where you ask, host your platform in a region appropriate to your audience and data-residency requirements.

10.2 Third-party infrastructure. Some hosting is delivered through third-party infrastructure providers that we manage on your behalf. We are not liable for downtime, data loss or interruption caused by a third-party provider, provided we have taken reasonable steps to monitor and resolve the issue. We may migrate your Site to equivalent or superior infrastructure on reasonable notice.

10.3 Fair use. “Unlimited” storage and bandwidth are subject to fair use. We may cap usage that becomes excessive and will notify you if we do.

10.4 Price changes. We will give 30 days’ written notice of any hosting price increase.

10.5 Migration in and out. We migrate your existing site onto our servers free of charge as part of onboarding. If you later leave us, arranging migration away is your responsibility: we will provide you with a backup (export) of your Site so your new host can take it on, but we do not carry out the onward migration and provide nothing further. Please ensure your DNS and data are moved before your Service ends.

11. Search Marketing (SEO & PPC) — Referrals

11.1 We do not provide this in-house. We do not carry out SEO, PPC / Google Ads or other search-marketing work ourselves. Where you need it, we can refer you to an independent third-party specialist.

11.2 A direct relationship with them. Any search-marketing work is arranged and contracted directly between you and that third party, on their own terms and pricing. We are not a party to that arrangement, we do not manage, supervise or otherwise get involved in the work, and we do not handle any advertising spend.

11.3 No responsibility or guarantee. We give no warranty or guarantee as to the third party’s services, fees, conduct or results — including any ranking, traffic, lead or return — and we are not liable for them. Any referral is made in good faith, is not a recommendation you are obliged to follow, and leaves you free to choose your own provider.

12. Ancillary Services — Legacy Design & Print

12.1 Not a standard service. Graphic design and print are no longer part of our standard service list and are not offered to new clients. Nothing in this Agreement obliges us to provide them.

12.2 Occasional work for existing clients. As a courtesy, we may agree to carry out occasional design or print work for existing, active clients, entirely at our discretion. Any such work is a separate, one-off engagement, quoted in advance or charged at £99 per hour (ex. VAT), and does not become an ongoing or expected service.

12.3 Print is a third-party buy-in. Where we arrange printing through a third-party printer on your behalf, the print cost is passed on to you. Beyond making reasonable checks, we are not responsible for a printer’s output — including colour variation, stock or finishing — which is governed by that printer’s own terms.

13. Use of Third Parties, Subcontractors & Third-Party Software

13.1 We may engage trusted third parties and subcontractors (for example, software licensors and infrastructure providers) to deliver parts of the Services. We remain your contracting party and remain responsible to you for delivery of the Services, except that we are not liable for the independent actions, algorithm changes, outages or policy decisions of third-party platforms and providers.

13.2 Third-party software. Some Services depend on third-party software and licences (including premium themes, plugins and server software). If a provider discontinues, alters or withdraws a product, we will use reasonable endeavours to source an equivalent, and are not liable for disruption caused solely by that provider.

13.3 Third-party apps, plugins and integrations — security. The Site may rely on third-party themes, plugins, apps, APIs and integrations, including ones you or your End Client ask us to use. As part of a support Service we will keep those we manage reasonably up to date, but we do not write, control or warrant that third-party code. We are not liable for any vulnerability, defect, exploit, breach, data loss, downtime or other loss originating in third-party code, or in the way a third-party provider builds, secures, operates, changes or withdraws it. Where you or your End Client require a specific third-party product, you accept it on that provider's own terms and at your own risk.

PART 4 — LEGAL TERMS

14. Intellectual Property

Content	Ownership	Your usage rights
Client Materials (text, images, logos you provide)	You retain all ownership.	You grant us a non-exclusive licence to use them solely to perform the Services.
Website IP (custom code, themes, design structure)	We retain all ownership.	We grant you a non-exclusive licence to use the finished Site and its software for the period of this Agreement (while you remain a hosting / support client).
Ancillary design & brand assets (clause 12)	As set out in the relevant Quote.	Where the Quote is silent, you receive a perpetual, royalty-free, non-exclusive licence to use the deliverables for your business.

14.1 Promotion. You grant us a licence to display work we create for you in our portfolio, on our website and in our marketing.

15. Confidentiality

Each of us may receive confidential information about the other. We each agree to keep the other's confidential information private, to use it only to perform or receive the Services, and not to disclose it except where required by law. This does not apply to information that is or becomes public through no fault of the receiving party.

16. Data Protection

16.1 Roles. Under UK data protection law (UK GDPR and the Data Protection Act 2018), you are the Controller of personal data collected on your Site and we are the Processor. Where you act for an End Client, you are responsible for the relationship with that End Client as Controller (or its processor), and for putting any onward data-processing terms it requires in place.

16.2 Our obligations. We process personal data only on your documented instructions, keep appropriate technical and organisational measures in place, and notify you promptly of any personal data breach.

16.3 Sub-processors. You authorise us to engage sub-processors (including hosting providers and marketing specialists) to process data where needed to deliver the Services. We take reasonable steps to ensure they offer suitable safeguards.

16.4 Your obligations. You confirm you have the necessary consents and notices in place for us to process that data lawfully on your behalf.

16.5 Hosting location and international transfers. Where, at your request or to suit your End Client's audience, we host or process personal data outside the United Kingdom (for example in the United States or mainland Europe), you remain responsible as Controller for ensuring an appropriate lawful basis and a valid transfer mechanism are in place. We are not liable for any claim arising from the location of hosting or data where we have hosted it in the region you asked us to.

17. Warranties & Limitation of Liability

17.1 No guarantee of uninterrupted service. We do not warrant that your use of the Services or Site will be uninterrupted, error-free or free from vulnerabilities, or that it will meet any heightened cybersecurity requirement unless we have expressly agreed so in the Quote.

17.2 Liability we never exclude. Nothing in this Agreement limits our liability for death or personal injury caused by our negligence, for fraud, or for anything that cannot be limited under UK law.

17.3 Indirect loss. We are not liable for any indirect or consequential loss, including loss of revenue, profits, contracts, business, opportunity or goodwill, or loss of or damage to data, however caused.

17.4 Liability cap. Subject to clause 17.2, our total liability for all claims in any calendar year — whether in contract, tort (including negligence), or otherwise — will not exceed 100% of the Charges you paid us under this Agreement in that calendar year.

17.5 Security testing and remediation. If you or your End Client commission penetration testing, a security audit or similar, and ask us to act on the findings, that remediation is separate work, quoted and charged accordingly. Carrying out such work is not a warranty or representation by us that the Site is secure or free from vulnerabilities, and clause 17.1 continues to apply.

18. Indemnities

18.1 Your Materials. You agree to indemnify us against any claim that Materials you (or your End Client) supplied infringe a third party's intellectual property or other rights.

18.2 End Client and third-party claims. Where you engage us on behalf of, or for the benefit of, an End Client, you agree to indemnify us against any claim, demand, loss, cost, damage or liability (including reasonable legal costs) brought against us by your End Client, or by any user, customer or other third party, arising out of or in connection with the Services or the Site. This reflects that our contract is with you: your relationship with your End Client, and any claim that flows from it, is yours to manage.

18.3 Overseas and local-law claims. You agree to indemnify us against any claim arising from the location of an End Client, Site users or hosting outside the United Kingdom, or from non-UK laws applicable to them, where we have delivered the Services in accordance with this Agreement.

18.4 Fair limits. These indemnities do not apply to the extent a claim results directly from our own fraud, gross negligence or wilful default, and nothing in them requires you to indemnify us for liability we cannot lawfully exclude under clause 17.2.

IN SHORT

If your End Client (or one of their users) brings a claim against us over work we did for you, you cover us for it — unless it was caused by our own serious fault. Our contract is with you, so the onward risk sits with you.

19. Term & Termination

19.1 Term. This Agreement begins on acceptance and, for monthly Services, continues on a 30-day rolling basis.

19.2 Notice. Either party may end a monthly Service by giving 30 days' written notice, given from the account holder's registered email address.

19.3 Billing cycle. Monthly billing runs from the 1st of each month. Where a notice period runs into a new billing cycle, that final month is billed in full.

19.4 Termination for breach. Either party may terminate immediately if the other fails to pay a due amount within 10 business days of being asked, commits a material breach not remedied within 20 business days, or becomes insolvent or ceases to trade.

19.5 On termination. We will return your Materials and provide a backup (export) of your Site. Migrating to a new provider is your responsibility (clause 10.5). After your Service ends we keep an offline copy for 30 days and then permanently delete it.

20. Cancellation & Refunds

20.1 Non-refundable. All fees, deposits and other sums paid to us are non-refundable. They pay for the time, resources, reserved capacity and work we commit to your project, much of which is incurred before final delivery. This applies whether you paid a deposit, in instalments, or in full in advance, and whether or not the Site is completed, where non-completion results from your cancellation, your breach, or your failure to engage under clause 7.

20.2 Domains. Domain registration fees are non-refundable.

20.3 If we cancel. If we choose to cancel an ongoing Service, any fees you have paid in advance for Services not yet provided (for example, future hosting months) will be pro-rated and refunded to you.

PAID IN FULL, THEN GONE QUIET?

Paying in advance does not change clause 20.1. If a project is later cancelled, abandoned or lapses under clause 7, the sums paid are retained and we are released from further obligation. A revival is always a fresh quote at then-current rates.

21. General

21.1 Force majeure. Neither party is liable for delay or failure caused by events beyond its reasonable control.

21.2 Assignment. You may not assign this Agreement without our written consent. We may assign or subcontract as set out in clause 13.

21.3 Entire agreement. The Agreement is the whole agreement between us on its subject matter and replaces any earlier discussions.

21.4 No partnership. Nothing here creates a partnership, agency or employment relationship between us.

21.5 Third parties. No one other than you and us has any rights under this Agreement. For the avoidance of doubt, no End Client, user or other third party may enforce any part of it under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

21.6 Business customers. You accept these Terms in the course of your business and not as a consumer. The consumer cancellation and unfair-terms protections that apply to consumers do not apply to this Agreement.

21.7 Severance. If any term is found unenforceable, the rest of the Agreement continues in force.

21.8 Notices. Written notices may be given by email to the parties' usual business addresses; account cancellations must come from the account holder's registered email address.

22. Governing Law & Jurisdiction

This Agreement, and any dispute or claim arising out of or in connection with it (including non-contractual claims), is governed by the law of England and Wales. The courts of England and Wales have exclusive jurisdiction.

How these Terms are accepted

You accept these Terms when you accept our Quote in writing, by email, by electronic acceptance, or by paying our deposit invoice. No signature is required, though we are happy to countersign a copy on request.

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