

UK Terms and Conditions

TheWebClub.org

Last updated: 09 September 2026

1. Who We Are

These terms and conditions (“**Terms**”) govern the provision of website design, development and maintenance services (the “**Services**”) by TheWebClub.org (“**we**”, “**us**”, “**our**”) to any client who engages us (the “**Client**”, “**you**”).

- Trading name: TheWebClub.org
- Business structure: Sole Trader
- Trader’s legal name: Fraser Steward
- Business/service address (Scotland): 16b Ewenfield Road, Ayr
- ICO data protection fee: exempt (processing limited to accounts, records and business administration purposes only — self-assessed via ico.org.uk/for-organisations/data-protection-fee/self-assessment)
- Email: info.thewebclub@gmail.com
- Telephone: +44 7460 329 189

Under the **Electronic Commerce (EC Directive) Regulations 2002** and the **Trading Disclosure Regulations 2015**, this information is easily, directly and permanently accessible on our website.

2. Acceptance of Terms

Our Services are provided on a **business-to-business basis only** — see clause 13.1. By instructing us to carry out any Services — whether through a signed proposal, purchase order, email confirmation, selecting the Fast Track option and completing payment, or making a payment against an invoice — you agree to be bound by these Terms, and you confirm you are contracting wholly or mainly for purposes related to your trade, business, craft or profession. Where a separate signed contract or statement of work exists between us and the Client, that document takes precedence over these Terms to the extent of any conflict.

3. Our Services

We provide:

- Website design and development, including a **Fast Track** option for delivery within 24 hours of the required content and payment being received (see clause 6);
- Ongoing website maintenance and support (where agreed separately or as an add-on);
- Related services as set out in an individual quote, proposal or statement of work (“**SOW**”).

The specific scope, deliverables, and timescales for a project will be set out in a quote, SOW, or the details confirmed at checkout, which forms part of the contract between us once accepted.

4. Quotes, Proposals and Changes in Scope

4.1 Standard quotes are valid for **30 days** from the date of issue unless stated otherwise. Fast Track pricing is as displayed at the point of purchase.

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4.2 Any request that falls outside the agreed scope (“**Change Request**”) will be quoted separately and may affect delivery timescales. We will not carry out work outside the agreed scope without your written agreement to the additional cost.

4.3 Estimated delivery timescales, including the 24-hour Fast Track window, are provided in good faith but are not guaranteed where delays result from late provision of content, feedback, or access by the Client (see clause 7).

5. Fees and Payment

5.1 Fees are as set out in the relevant quote, SOW, or checkout page, exclusive of VAT unless stated otherwise.

5.2 **Standard projects:** payment is made by invoice, off platform (i.e. not processed through the website), payable within **7 days** of the invoice date by bank transfer. Websites go live once payment received.

5.3 **Fast Track projects:** payment is made online, in full, before work begins, via our payment processor **Stripe**. We do not store, process, or transmit your full card details on our own systems — Stripe handles this in accordance with its own PCI DSS Level 1 certification. Stripe’s own terms (stripe.com/legal) and privacy policy (stripe.com/privacy) govern the payment transaction itself.

5.4 We may require a deposit before work commences on non-Fast-Track projects, and/or staged payments linked to project milestones, as set out in the quote or SOW.

5.5 Late payment on invoiced projects may result in a suspension of Services and/or interest charged under the **Late Payment of Commercial Debts (Interest) Act 1998** where the Client is a business, currently at the Bank of England base rate plus 8%.

5.6 Our Services are provided on a business-to-business basis (see clause 13.1). Where, exceptionally, a Client is found to be contracting as a consumer, statutory rights regarding cancellation and refunds under the Consumer Rights Act 2015 and Consumer Contracts Regulations 2013 apply and are not affected by this clause (see clause 13.2).

6. Fast Track Service

6.1 The Fast Track service is a paid upgrade offering delivery of an agreed website within **24 hours** of (a) full payment being received, and (b) all required content, branding materials and access being supplied by the Client.

6.2 The 24-hour window starts from whichever of (a) or (b) above occurs later. Delay in supplying content or feedback will extend the delivery window without penalty to us.

6.3 Fast Track work begins **immediately on payment**. By selecting Fast Track and completing payment, you instruct us to begin performing the Services immediately — see clause 13 for the cancellation and refund consequences of this instruction.

6.4 Fast Track fees are non-refundable once the website has been delivered, save where the Service is faulty or not as described, or where clause 13.2 applies.

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7. Monthly Maintenance Services

7.1 Ongoing website maintenance is a separate monthly subscription to enable us to host your website, starting from £20 per month. The exact fee depends on the scope agreed and will be confirmed in your quote, SOW, or at checkout.

7.2 The maintenance fee is charged in advance on a recurring monthly basis, from the date maintenance begins, by recurring card payment via Stripe or monthly invoice as agreed in advance, until cancelled under clause 7.5.

7.3 Standard maintenance includes updates, security patching, uptime monitoring, regular backups, and minor content changes up to one per month. Work outside this scope is treated as a Change Request under clause 4.2 and quoted separately.

7.4 We may change the monthly maintenance fee or scope with at least 30 days' written notice. Continuing to pay the fee after that notice takes effect constitutes acceptance of the new fee or scope.

7.5 Either party may cancel the monthly maintenance subscription on 30 days' written notice. No refund is given for a month already charged, and no further monthly fees will be taken once cancellation takes effect.

7.6 If a monthly maintenance payment fails or is not received, we may suspend maintenance services (this does not affect the underlying website's continued operation) until payment is received; clause 5.5 (late payment) applies.

8. Client Obligations

To deliver the Services on schedule — and to meet the Fast Track 24-hour window where selected — you agree to:

- Provide content, branding materials, logins/access, and feedback in a timely manner;
- Ensure you own or are licensed to use any content, images, text, trademarks or other material you supply to us for inclusion on your website;
- Respond to review requests within a reasonable time, as delays on your part may extend the project timeline without penalty to us.

You indemnify us against any claim arising from content you supply that infringes a third party's rights.

9. Intellectual Property Rights

9.1 **Pre-existing IP.** Each party retains ownership of any intellectual property it owned before the engagement (e.g. our internal tools, frameworks, and code libraries; your existing branding).

9.2 **Ownership on completion.** Subject to full payment of all sums due, ownership of the bespoke design and code created specifically for your website transfers to you on completion of the project. Until full payment is received, all IP in the work remains with us. For the avoidance of doubt, The Web Club always owns and retains ownership of the domain name, and ownership of the domain name does not pass to the Client on completion, full payment, termination, or otherwise.

9.3 **Third-party and open-source components.** Websites we build may incorporate open-source software, plugins, themes, or licensed stock assets. These remain subject to their own licence terms, which we will disclose on request. We do not warrant unrestricted ownership of such components.

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9.4 Our right to showcase work. Unless you tell us otherwise in writing, we may reference the completed website in our portfolio, case studies, and marketing materials.

9.5 Publicly available business information. Where you ask us to include your company details (e.g. registered name, address, contact details) on your website, you confirm you are authorised to disclose that information publicly and understand it will become publicly accessible once the site is live.

10. Data Protection

10.1 We process personal data in accordance with the **UK GDPR** and the **Data Protection Act 2018**.

10.2 What we collect from Clients. We collect and retain Client contact details — name, telephone number, and email address — for the purposes of managing the engagement, invoicing/payment, and ongoing communication. For Fast Track payments, billing information is collected directly by Stripe on our behalf; we retain only the transaction confirmation and payment status, not full card details.

10.3 Lawful basis. We process this data on the basis of performance of a contract with you and our legitimate interests in managing our business relationship with you.

10.4 Retention. We retain Client contact and transaction data only for as long as necessary to fulfil these purposes and to meet our legal and accounting obligations (typically **6 years**), after which it is securely deleted.

10.5 Your rights. You have the right to request access to, correction of, or deletion of your personal data, to object to or restrict our processing, and to lodge a complaint with the **Information Commissioner's Office (ICO)** at ico.org.uk. To exercise these rights, contact us at [insert email].

10.6 Data we handle on your behalf. Where, in delivering a website, we process personal data on your behalf as data controller (e.g. your site's contact forms or checkout), a separate **Data Processing Agreement** should be put in place between us. This is not covered by these Terms.

10.7 Full detail on our data handling is set out in our separate **Privacy Policy**.

11. Cookies and Electronic Communications

Where a website we build uses cookies, analytics or other tracking technologies, the Client, as operator of that website, is responsible for providing the information and obtaining any consent required under the **Privacy and Electronic Communications Regulations (PECR)**, unless the relevant SOW expressly requires us to build and configure a cookie consent solution. The Client's status as operator of the website does not confer ownership of the domain name, which remains governed by clause 9.2.

At the date of these Terms, The Web Club's own business website does not intentionally set non-essential cookies or similar technologies. Payments are completed on an external checkout page hosted by Stripe. When a user leaves our website to access Stripe's payment service, Stripe may use cookies or similar technologies and process personal data in accordance with its own privacy and cookie policies; The Web Club does not control the cookies or similar technologies used on Stripe's website.

12. Warranties and Disclaimers

12.1 We will perform the Services with reasonable care and skill, in line with the implied terms applying to business service contracts under Scots common law and the **Supply of Goods and Services Act**

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1982. Where clause 13.2 applies, the equivalent implied terms under the Consumer Rights Act 2015 apply instead.

12.2 We do not guarantee that a website will be uninterrupted, error-free, achieve any particular search ranking, or generate any particular level of traffic, sales, or enquiries. Fast Track delivery timescales are estimates dependent on clause 6.2 and are not a guaranteed contractual deadline unless separately agreed in writing.

12.3 Maintenance packages (where purchased) cover the scope explicitly agreed (e.g. updates, backups, security patching) and do not extend to issues caused by third-party plugin failures, hosting providers, or unauthorised changes made by the Client or a third party.

13. Limitation of Liability

13.1 Nothing in these Terms limits or excludes our liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be limited or excluded under Scots law.

13.2 Subject to clause 12.1, our total liability arising out of or in connection with the Services, whether in contract, delict, or otherwise, is limited to the total fees paid by you for the Services giving rise to the claim in the **12 months** preceding the claim.

13.3 We are not liable for indirect or consequential losses, including loss of profit, business, or data, save as required by law.

13.4 We are not liable for payment processing errors, delays, or disputes arising from Stripe's systems, which are governed by Stripe's own terms.

13.5 Clauses 12.2–12.4 do not affect any statutory rights that cannot lawfully be excluded, including where clause 13.2 applies.

14. Business Clients, Cancellation and Termination

14.1 Our Services are provided to **business clients only** — that is, clients contracting wholly or mainly for purposes related to a trade, business, craft or profession, as confirmed under clause 2. Accordingly, the statutory consumer protections under the **Consumer Rights Act 2015** and the **Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013** — including the 14-day statutory cooling-off right — do not apply to engagements under these Terms, and cancellation and refunds instead operate on the contractual basis set out below.

14.2 If, notwithstanding clause 13.1, a particular Client is found to have been contracting as a consumer, the mandatory statutory protections referred to above cannot lawfully be excluded and will apply regardless of this clause.

14.3 **Standard projects:** either party may cancel an engagement in line with the notice period in clause 15. Where work has already begun, you will be charged for the work completed up to the point of cancellation, and any unused balance of a deposit will be refunded.

14.4 **Fast Track projects:** by selecting Fast Track and paying upfront, you are giving us a contractual instruction to begin — and complete — the Services immediately, rather than exercising or waiving any statutory cooling-off right (which does not apply per clause 13.1): - if you cancel before the website is delivered, you will be charged a proportionate amount for work already carried out, with the balance

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refunded; - once the website has been delivered, the Fast Track fee is non-refundable, save where the Service is faulty or not as described (see clause 11) or where clause 13.2 applies.

14.5 See our separate **Refund and Cancellation Policy** for the practical process, timescales, and how refunds are issued via Stripe.

15. Confidentiality

Each party agrees to keep confidential any non-public business, technical, or financial information disclosed by the other in the course of the engagement, and not to disclose it to third parties except as required by law or to perform the Services.

16. Termination

16.1 Either party may terminate the standard (non-Fast-Track) engagement on **30 days'** written notice.

16.2 We may suspend or terminate Services immediately if payment is significantly overdue, or if you are in material breach of these Terms.

16.3 On termination, you will pay for all work completed up to the date of termination. Ownership of deliverables transfers only once payment for them is received in full (see clause 8.2).

17. Force Majeure

Neither party is liable for delay or failure to perform obligations caused by circumstances beyond its reasonable control, including but not limited to natural disasters, internet, hosting, or payment processor outages, industrial action, or government restrictions.

18. Complaints

If you are unhappy with any aspect of our Services, please contact us at info.thewebclub@gmail.com in the first instance. We aim to acknowledge complaints within [insert] business days and resolve them promptly.

19. Changes to These Terms

We may update these Terms from time to time, for example to reflect changes in the law or our services. The version in force at the time you engage us will apply to that engagement. Material changes will be notified to active Clients.

20. Governing Law and Jurisdiction

These Terms are governed by the laws of **Scotland**. Any disputes will be subject to the exclusive jurisdiction of the Scottish courts, save that, where clause 13.2 applies, a consumer Client resident elsewhere in the UK may bring proceedings in their local courts.

21. Contact Us

TheWebClub.org, trading name of Fraser Steward, info.thewebclub@gmail.com, +44 7460 329 189.

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This document should be reviewed alongside a separate Privacy Policy and Refund & Cancellation Policy, all of which are legally required in addition to these Terms now that online payment is taken.