



Website Design & Services Terms

Version 1.1 | 18 September 2026 | Business clients only

These Terms form part of the agreement between Sidewinds Studio and the Client together with the accepted proposal or quotation and any agreed written changes.

1. About these Terms

These Terms apply to website design, development and related services supplied by Sidewinds Studio ("Sidewinds", "we", "us") to the business named in the relevant proposal or quotation ("the Client", "you").

These Terms, together with the accepted proposal or quotation and any agreed written changes, form the agreement between Sidewinds and the Client.

These Terms are intended for business clients only. By entering into the agreement, the Client confirms that it is obtaining the services wholly or mainly for purposes connected with its trade, business, craft or profession.

If there is a conflict between these Terms and a specific written provision in an accepted proposal, the proposal will take priority for that specific matter.

2. Proposals and project scope

The services, deliverables, price and any anticipated timetable will be described in the proposal or quotation.

The Client should check the scope carefully before accepting it. Anything not included in the agreed scope is not automatically included in the project price.

Requests outside the agreed scope will be discussed before additional work is undertaken. Sidewinds will confirm any additional charge or revised scope before proceeding.

Minor additional work may, with the Client's agreement, be added to the final invoice. Substantial additional work may be quoted and invoiced separately.

No surprise charges.

3. Starting a project

A 50% deposit of the agreed project price is required before work begins.

A proposed start date or production slot is not secured until the deposit has cleared.

Unless otherwise agreed in writing, work will begin according to Sidewinds' current schedule after payment and receipt of the information or materials reasonably required to begin the project.

4. Cancellation before work begins

If the Client cancels the project before Sidewinds has started work, the deposit will be refunded in full.

Once substantive project work has begun, the deposit becomes non-refundable.

This does not affect any rights that cannot lawfully be excluded.

5. Client responsibilities

The Client must provide information, content, feedback, approvals and access reasonably required to complete the project.



Unless Sidewinds has specifically agreed to create or license material for the Client, the Client is responsible for ensuring that material it supplies - including text, photographs, logos, videos and other content - can lawfully be used on the website.

The Client remains responsible for the accuracy of information relating to its business, products, services, prices, qualifications, claims and legal obligations.

Sidewinds may rely on information supplied or approved by the Client.

6. Copywriting, images and third-party assets

The project includes only the copywriting, image sourcing, graphics, icons or other creative services specified in the agreed package or proposal.

Where Sidewinds licenses stock material or other third-party assets for use on the Client's website, that material remains subject to the relevant supplier's licence.

The Client does not acquire ownership of third-party intellectual property merely because it appears on the website.

Where third-party licences impose restrictions on transfer, reuse or redistribution, those restrictions continue to apply.

If the Client moves the website away from hosting or services managed by Sidewinds, third-party assets may be transferred with the website only where the applicable licence permits this. Where an asset is licensed through a Sidewinds account, subscription or other non-transferable licence, the Client may need to obtain its own licence or replace or remove the affected asset before or as part of the migration. Sidewinds will identify any known affected assets as part of a reasonable handover. Any substantial work required to re-license, replace or reconfigure those assets may be chargeable, with the cost agreed in advance.

7. Revisions

The number of revision rounds included in the project will be stated in the relevant package or proposal.

A revision round means a reasonable collection of amendments to work already produced within the agreed scope. It does not include a substantial change of brief, redesign of previously approved work, additional pages, new functionality or other work outside scope.

Sidewinds will explain any additional charge before undertaking work that falls outside the included revisions.

8. Timetables and client delays

Project dates depend on timely Client feedback, content and approvals.

- 0-14 days: the project remains active, although delivery dates may move.
- 14 days or more: Sidewinds may release the Client's reserved production slot. Work will then resume around existing commitments.
- 30 days or more: Sidewinds may mark the project as dormant. Resumption will be subject to availability and a revised timetable.
- 60 days or more: Sidewinds may invoice for work actually completed up to that point, less amounts already paid, up to the remaining agreed project value.

If the Client subsequently returns and the requirements have materially changed, additional or reworked services may be quoted separately.

9. Approval

Sidewinds will provide the Client with an opportunity to review the website before final payment and launch.



The Client is responsible for reviewing the website and identifying errors or requested amendments within the agreed revision scope.

Approval should be given in writing, including by email.

Once the Client approves the website, Sidewinds may proceed to final invoicing and launch preparations.

10. Final payment and launch

The remaining 50% balance becomes due once the agreed website and included revisions have been completed.

Unless otherwise agreed, invoices are payable within 7 calendar days.

The website will not be launched until the final balance and any other agreed pre-launch charges have been paid.

Sidewinds may retain control of unpublished project files and the unpublished website while amounts required before launch remain outstanding.

11. Late payment

If an invoice becomes overdue, Sidewinds may pause further project work until payment is received.

Sidewinds will normally attempt to resolve overdue payments through reminders before beginning formal recovery action.

Where legally applicable, Sidewinds reserves its rights under legislation governing late commercial payments, including rights to statutory interest, fixed recovery compensation and qualifying reasonable recovery costs.

12. Ownership of the finished website

Once the Client has paid all amounts due for the website project, Sidewinds assigns to the Client the copyright it owns in the bespoke final website design and original website content created specifically for that Client as part of the agreed project, subject to the exclusions below.

Sidewinds retains ownership of:

- its pre-existing materials, tools, methods, templates, reusable code and development components;
- general techniques, knowledge and know-how;
- materials not created specifically for the Client; and
- unused concepts, drafts and design directions.

The Client receives a perpetual licence to use any Sidewinds-owned reusable components incorporated into the finished website as necessary to operate, maintain and modify that website.

Third-party software, fonts, libraries, plugins, stock imagery and other licensed materials remain subject to their respective licences.

13. Portfolio rights and Sidewinds credit

Unless the Client reasonably requests confidentiality in writing, Sidewinds may display the completed website, Client name and publicly available screenshots in its portfolio, website, social media and marketing materials for the purpose of demonstrating its work.

Sidewinds may include a discreet website credit such as: Design by Sidewinds Studio, obviously.

The Client may request removal of the credit after launch.

14. Domains

Unless specifically agreed otherwise, the Client should own and control its domain name.



Domain registration and renewal charges are the Client's responsibility.

Where requested, Sidewinds may assist with domain configuration, DNS and connection to the website.

The Client is responsible for keeping its domain registration and payment details current.

15. Hosting

Every new Sidewinds website package includes 12 months' hosting from the website's actual live date, subject to any fair-use or technical limitations notified before they become relevant.

After the included 12-month period, the Client may continue with Sidewinds' hosting-only service, currently £120 per year, use active Website Support at £29 per month with hosting included, or move the website to another suitable hosting provider.

Hosting-only includes website hosting and SSL/HTTPS. It does not include ongoing website management, routine monitoring, managed backups or recovery, technical support, content changes or other website-specific work. Such work may be chargeable unless it is covered by active Website Support.

Clients with active Website Support do not also pay the annual hosting-only fee. Sidewinds will not use hosting arrangements to prevent a Client moving its website elsewhere. Where a transfer is requested, reasonable handover assistance will be provided; significant migration or technical work beyond reasonable handover may be chargeable, with the price agreed in advance.

16. Website Support

Website Support is an optional ongoing service, currently £29 per month, with the first month included at no additional charge when it is activated.

If Website Support is selected before launch, Sidewinds may arrange the recurring Stripe payment authority in advance, but no Website Support payment is taken at sign-up. Website Support activates on the website's actual live date, the included first month begins on that date, and the first £29 payment is due one month later. If Website Support is first activated after the website is already live, the included first month begins on the activation date and the first £29 payment is due one month later.

Website Support is billed separately from the website-build project and will not be added to the final website-build invoice. It will not be activated or charged without the Client's agreement. Website Support currently includes:

- website hosting and SSL;
- routine technical maintenance;
- routine monitoring;
- managed backups and recovery support;
- technical support; and
- up to 30 minutes of small content updates per month.

Unused update time does not roll over.

Small updates include reasonable changes such as opening hours, prices, contact details, replacement text, images, PDFs or menus.

Website Support does not include new pages, substantial redesigns, new functionality or integrations, significant content additions, copywriting, bespoke graphics or icons, or third-party subscription costs unless separately agreed.

17. Failed Website Support payments

Sidewinds will not normally pause Website Support immediately following the first unsuccessful recurring payment.

A 7-day grace period will apply while payment retries or resolution are attempted. During that period, the account may be marked Payment Issue.



If payment remains outstanding after the grace period, Website Support may be marked Paused, and support or update requests may be suspended until the account is brought up to date.

Sidewinds will not automatically delete or disable the Client's website because of a failed Website Support payment. During the website package's included 12-month hosting period, cancellation or pausing of Website Support does not remove that included hosting.

18. Cancellation of Website Support

The Client may cancel Website Support.

If Website Support ends during the website package's included 12-month hosting period, the website remains hosted until that included period ends. After the included hosting period, or where Website Support ends later, the Client may continue with Sidewinds' hosting-only service at the then-current annual price or move the website to another suitable hosting provider.

Any outstanding Website Support charges incurred before cancellation remain payable. Website Support clients are not charged the separate annual hosting-only fee while Website Support remains active.

Sidewinds may terminate Website Support where there is a material breach of these Terms, persistent non-payment, unlawful use of the service or circumstances that make continued provision unreasonable, provided that Sidewinds acts reasonably and gives appropriate notice where practicable.

19. Third-party services

Websites may rely on services provided by third parties, including hosting infrastructure, payment providers, booking platforms, email providers, analytics services, social networks, plugins, APIs and other integrations.

Sidewinds is not responsible for a third party changing, discontinuing or restricting its service or for failures outside Sidewinds' reasonable control.

Where such a change requires additional development work, Sidewinds will discuss any proposed work and cost with the Client before proceeding.

20. Search engines and results

Where on-page SEO setup or other SEO work is included, Sidewinds will perform the services described in the proposal using reasonable care and skill. Standard on-page SEO setup may include page titles, meta descriptions, heading structure, image alt text and search-friendly site structure, as appropriate to the project.

Sidewinds does not guarantee a particular Google or other search-engine ranking, level of traffic, number of enquiries, sales volume or other commercial result.

Search engines and third-party platforms determine their own rankings, algorithms and results.

21. Accessibility

Sidewinds will apply reasonable modern web-design and accessibility practices appropriate to the agreed scope.

Unless an accessibility audit or particular compliance standard is expressly included in the proposal, the project does not include formal certification that the website complies with every accessibility standard applicable to the Client.

The Client remains responsible for identifying any sector-specific or statutory accessibility requirements applicable to its organisation.

22. Legal compliance of Client content

Unless specifically engaged to provide legal or regulatory advice - which ordinary Sidewinds web-design services do not include - the Client remains responsible for ensuring that its business and website content comply with laws and regulations applicable to its particular activities.

Sidewinds may provide technical facilities such as privacy-policy pages, cookie controls or accessibility features where agreed, but this does not constitute legal advice or guarantee the Client's regulatory compliance.

23. Data protection

Each party must comply with applicable UK data-protection law when processing personal data in connection with the services.

Where Sidewinds processes personal data on behalf of the Client as a processor, the parties will put in place the data-processing terms required by applicable law.

Sidewinds will only process such data on documented instructions, except where otherwise required by law, and will use appropriate technical and organisational security measures.

Where applicable, Sidewinds may use authorised sub-processors to provide hosting or related technical services.

At the end of processing, personal data handled by Sidewinds as a processor will be returned or deleted in accordance with the applicable data-processing terms and the Client's lawful instructions, subject to legal retention requirements and practical backup deletion cycles.

24. Security

Sidewinds will take reasonable technical and organisational measures appropriate to the services it provides.

No internet-connected service can be guaranteed to be completely secure or continuously available.

The Client must take reasonable responsibility for credentials and accounts under its control, including using appropriately secure passwords and multi-factor authentication where available.

The Client must promptly tell Sidewinds about suspected compromise affecting systems managed or supported by Sidewinds.

25. Backups

Where Website Support includes managed backups and recovery support, Sidewinds will maintain backups according to its then-current backup process. Hosting-only does not include a managed backup or recovery service.

Backups are intended as a recovery measure and do not constitute an absolute guarantee against data loss.

The Client should retain independent copies of important original business content and assets supplied to Sidewinds.

26. Liability

Neither party excludes or restricts liability where doing so would be unlawful, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

Subject to that, Sidewinds will not be liable for indirect or consequential losses or for losses caused by matters outside its reasonable control.

Sidewinds' total liability arising from a project will, to the extent permitted by law and where reasonable in the circumstances, be limited to the fees paid or payable to Sidewinds for the services giving rise to the claim.



27. Events outside reasonable control

Neither party will be responsible for delay or failure caused by circumstances genuinely outside its reasonable control.

The affected party should notify the other as soon as reasonably practicable and take reasonable steps to minimise the effect.

If such circumstances continue for a substantial period and materially prevent the project from being completed, the parties should discuss an appropriate way to conclude or reschedule the project.

28. Complaints and disputes

If a problem arises, both parties should first try to resolve it directly and in good faith.

The Client should contact Sidewinds at hello@sidewinds.studio with details of the issue.

Where appropriate, the parties may consider mediation or another suitable form of alternative dispute resolution before court proceedings.

Nothing in this clause prevents either party from seeking urgent legal remedies where necessary.

29. Chargebacks and payment disputes

If the Client disputes or reverses a payment, Sidewinds may pause further project work while the matter is investigated.

Sidewinds may provide the payment provider with relevant evidence including the accepted proposal, these Terms, invoices, correspondence, approvals and evidence of work performed.

Sidewinds will not automatically delete or disable an already-live website solely because a payment has been disputed.

Any genuinely outstanding amount may instead be pursued through the contractual and legal recovery process.

30. Ending a project for serious breach

Either party may terminate the agreement where the other commits a material breach and, where that breach can reasonably be corrected, fails to correct it within a reasonable period after written notice.

Sidewinds may immediately suspend work where continuing would involve unlawful activity, serious security risk, abuse or other circumstances in which immediate suspension is reasonably necessary.

On termination, the Client remains responsible for properly due charges for work already performed, subject to the agreement and applicable law.

31. Confidentiality

Each party will take reasonable steps to keep genuinely confidential non-public information received from the other confidential and will use it only as necessary to perform or receive the services.

This does not apply to information already lawfully public, independently obtained or required to be disclosed by law.

32. Notices

Important contractual notices should be made in writing.

Email is acceptable for ordinary contractual communications, approvals and notices unless applicable law requires another method.

The Client is responsible for providing an up-to-date contact email address.



33. Changes to these Terms

The Terms applying to a website project are the version accepted when that project is agreed.

Sidewinds will not retrospectively change the fundamental commercial terms of an existing website project without the Client's agreement.

For ongoing services such as Website Support or hosting, Sidewinds may reasonably update service terms or pricing by giving appropriate advance notice. If the Client does not accept a material change, it may cancel the affected ongoing service before that change takes effect.

34. Severability

If part of these Terms is found to be invalid or unenforceable, the remainder will continue to apply so far as legally possible.

35. No waiver

If either party does not immediately enforce a contractual right, that does not mean the right has been permanently waived.

36. Entire agreement

The accepted proposal, these Terms and any expressly agreed written variations constitute the agreement concerning the project.

Neither party relies on statements not recorded in those documents, except that nothing excludes liability for fraud or fraudulent misrepresentation.

37. Governing law and jurisdiction

The agreement is governed by the law of England and Wales.

Subject to any mandatory legal rights or jurisdiction rules that apply, the courts of England and Wales will have jurisdiction over disputes arising from the agreement.

Sidewinds Studio

Web design, done differently.