GHOST DESIGN CONSULTANTS LTD

WEBSITE DESIGN & DEVELOPMENT AGREEMENT

Version: 1.0
Jurisdiction: England & Wales

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1. PARTIES

This Website Design & Development Agreement ("Agreement") is entered into between:

Ghost Design Consultants Ltd
("Ghost", "we", "our", "us")

and

Client Name: James Hudson

Company: British Charolais Cattle Society Ltd

Registered Address: Avenue M, Stoneleigh, Warwickshire, CV8 2RG

Email: james@charolais.co.uk

Telephone: +442476697222

Together referred to as "the Parties".

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2. PROJECT DETAILS

Project Name: **Website Design & Build**

Website Platform:

☑ WordPress

☐ Shopify

☐ Squarespace

☐ Bespoke

☐ Other

Project Description

Design and development of a modern, responsive website for the British Charolais Cattle Society, providing a clear and engaging platform to promote the Charolais breed, support Society members and breeders, showcase shows and sales, share industry news and resources, and provide easy access to key Society services and databases.

The website will be built using WordPress and Divi 5 Builder, with editable page content and dynamic areas for news, publications and reports where required.

Expected Start Date: Upon receipt of signed contract and initial payment

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Estimated Completion Date: Approximately 8-10 weeks from project start, subject to receipt of all required content, assets, feedback and approvals.

Estimated completion dates are subject to the Client providing all required information, approvals and content within agreed timescales.

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3. SERVICES INCLUDED

Ghost shall provide the services described within the accepted quotation, which may include:

- Discovery and planning
- Website design
- Website development
- Mobile responsive design
- CMS configuration
- Ecommerce functionality (if applicable)
- Contact forms
- Basic technical SEO
- Website testing
- Website launch

Any services not specifically included within the quotation are excluded from this Agreement unless agreed in writing.

4. CLIENT RESPONSIBILITIES

The Client agrees to:

- Provide all text, images, branding and other content required for the project.
- Ensure all supplied material is accurate, lawful and owned or licensed by the Client.
- Provide website access credentials where required.
- Review proofs and demonstrations promptly.
- Provide approvals within five (5) working days where reasonably possible.
- Nominate a single authorised contact for project approvals.

Ghost shall not be responsible for delays resulting from late content, delayed approvals or incomplete information supplied by the Client.

5. PROJECT TIMELINE

Ghost will use reasonable endeavours to complete the project within the estimated timescale.

Where the Client delays the project through lack of communication, missing content or delayed approvals, Ghost may revise the delivery schedule accordingly.

Projects inactive for more than sixty (30) consecutive days may be placed on hold and re-entered into Ghost's production schedule when the Client is ready to continue.

6. REVISIONS

Unless otherwise stated within the quotation, the project includes:

- Initial design presentation
- Revision Round One
- Revision Round Two

Additional revisions or changes outside the agreed scope may be charged at Ghost's current hourly or daily rates.

7. CHANGE REQUESTS

Any request that changes the agreed scope may require:

- Additional fees
- Revised timescales
- A revised quotation

Ghost will advise the Client before undertaking additional work.

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8. PROJECT FEES

Project Fee (excluding VAT):

£ 10,550.00

VAT:

£ 2,110.00

Total:

£ 12,660.00

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9. PAYMENT TERMS

Unless otherwise agreed in writing:

25% upon project commencement

25% upon design approval

50% immediately prior to website launch

Invoices are payable within thirty (30) days of the invoice date.

Ghost reserves the right to suspend work where invoices become overdue.

Late payments may incur statutory interest and reasonable recovery costs.

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10. WEBSITE CONTENT

Unless expressly included within the quotation, the Client is responsible for supplying:

- Website copy
- Images
- Product information
- Downloads
- Privacy Policy
- Cookie Policy
- Terms & Conditions
- Legal notices

Ghost is not responsible for inaccuracies within Client-supplied content.

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11. SEARCH ENGINE OPTIMISATION

Ghost will implement reasonable technical SEO practices where included within the quotation.

Ghost does not guarantee:

- Search engine rankings
- Traffic levels
- Sales
- Lead generation
- Business growth

Search engine performance depends upon many factors outside Ghost's control.

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12. THIRD-PARTY SERVICES

Projects may incorporate third-party services including:

- Website hosting
- Domain registrars
- Payment gateways
- Plugins
- Fonts

- Stock photography
- APIs

Ghost is not responsible for failures, downtime, pricing changes or service interruptions caused by third-party providers.

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13. WEBSITE WARRANTY

Ghost provides a thirty (30) day warranty from the date of launch covering defects directly arising from Ghost's development work.

The warranty does not include:

- Content changes
- New functionality
- Third-party software updates
- Client modifications
- Security incidents caused by third parties

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14. HOSTING & MAINTENANCE

Where Ghost provides ongoing hosting or maintenance services, those services shall be invoiced separately unless included within the quotation.

Hosting availability is provided on a reasonable endeavours basis and cannot be guaranteed.

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15. INTELLECTUAL PROPERTY

Upon receipt of full payment:

The Client shall own:

- Final website
- Final content
- Branding supplied by the Client
- Approved deliverables

Ghost retains ownership of:

- Internal frameworks
- Development methodologies
- Working files
- Internal tools
- Unused concepts

No intellectual property transfers until all invoices have been paid in full.

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16. PORTFOLIO RIGHTS

Unless otherwise agreed in writing, Ghost may:

- Display completed work within its portfolio
- Refer to the Client as a customer
- Use screenshots for marketing purposes
- Include the project within award submissions

Confidential projects will be respected where agreed in writing before publication.

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17. CANCELLATION

Where the Client cancels the project:

Before work commences:

- Deposits are non-refundable.

After work has commenced:

The Client remains responsible for payment of:

- Work completed
- Time incurred
- Third-party costs
- Supplier commitments

Ghost will issue a final invoice detailing outstanding amounts.

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18. LIMITATION OF LIABILITY

To the fullest extent permitted by law:

Ghost's total liability shall not exceed the fees paid by the Client under this Agreement.

Ghost shall not be liable for:

- Loss of profits
- Loss of revenue
- Loss of business opportunity
- Loss of goodwill
- Indirect or consequential loss

Nothing within this Agreement limits liability where such limitation is prohibited by law.

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19. CONFIDENTIALITY

Each Party agrees to keep confidential all information reasonably regarded as confidential except where disclosure is required by law.

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20. FORCE MAJEURE

Neither Party shall be liable for delay or failure arising from events beyond reasonable control including natural disasters, fire, flood, war, industrial disputes, internet outages or government restrictions.

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21. GOVERNING LAW

This Agreement shall be governed by the laws of England and Wales.

The Parties submit to the exclusive jurisdiction of the Courts of England and Wales.

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22. ACCEPTANCE

By signing below, both Parties confirm they have read, understood and agree to be bound by this Agreement.

GHOST DESIGN CONSULTANTS LTD

Authorised Signatory

Name: Tetiana Fedorenko

Position: Senior Web Designer & Developer

Signature: 

Date: 03 Sep 2026

CLIENT

Company:

Name:

Position:

Signature:

Date:
