Project agreement

Version: 11 November 2026. Sent with every quote. To accept, reply to the quote email to say so.

This agreement is between Breeze Digital Ltd (company number 15753601, 3rd Floor, 86-90 Paul Street, London, EC2A 4NE) ("we", "us") and the client named in the quote ("you"). The quote is the schedule to this agreement: it sets out the work, what isn't included, the dates, the price and how it is paid. This agreement applies to the work in that quote.

In short

We'll always be clear with you, and we'd like you to be the same with us. You get an itemised quote and this agreement before anything starts. You pay half to go ahead and half once you've approved the finished work, and there's no VAT on top. Changes are priced and agreed before we make them. Once you've paid, everything we built for you is yours. The rest of this agreement says the same things in more detail, so we're both protected.

1. How this agreement works

1.1 The agreement is made up of the quote and these terms. If they conflict, the quote wins.

1.2 It starts when you accept the quote in writing (a reply to our email is enough). Work starts once we have received the first payment.

1.3 Our website terms don't apply to this work, except where this agreement says so.

2. What we will do

2.1 We will do the work listed in the quote, with reasonable skill and care, by the dates in it.

2.2 Anything not listed in the quote isn't included. If you want it, it's a change (clause 6).

2.3 Unless the quote says otherwise, we test the site on current versions of Chrome, Safari, Firefox and Edge, on phones and computers.

2.4 We build to the Breeze standard. At launch, every page we deliver scores 90 or more in Google PageSpeed for performance, accessibility, best practice and SEO, doesn't jump about as it loads, works with a keyboard and screen readers, and is served securely. Content or services added after launch can change these scores.

3. What we need from you

3.1 The words, photos, logos, logins and decisions listed in the quote, by the dates in it.

3.2 Feedback on work we show you within 5 working days, or a note saying when it will come.

3.3 You confirm you have the right to use everything you give us, and that it doesn't break the law or anyone's rights.

3.4 If something we need arrives late, our dates move by at least the same time. We will tell you the new dates.

3.5 If someone makes a claim against us because of something you gave us (for example, a photo you didn't have the rights to use), you cover our reasonable costs of dealing with it.

4. Dates

4.1 The dates in the quote are our honest estimate. We will tell you as soon as we know a date may slip, and why.

4.2 If the project is paused at your request, or waiting on you, for more than 30 days, we may schedule the rest around other work and agree new dates with you.

5. Updates and approval

5.1 We keep you updated as we go, at least every two weeks during active work, and show you the work in progress.

5.2 When the work is finished, we show it to you complete, on a private preview, before it goes live or is handed over.

5.3 You approve it, or tell us what doesn't match the quote, within 10 working days. We fix anything that doesn't match, and show you again.

5.4 Small issues that don't stop the site being used don't hold up approval. We fix them under clause 9.

5.5 If you put the work live yourself, it counts as approved. If you are a business client and don't reply within 10 working days of a reminder, it also counts as approved.

6. Changes

6.1 Either of us can suggest a change to the work. We will tell you in writing what it costs and how it affects the dates.

6.2 A change is only made once you agree to it in writing. Nothing is added to your bill without your agreement.

7. Price and payment

7.1 The price is the one in the quote, plus any changes you agree under clause 6.

7.2 For a build, you pay 50% of the price when you accept the quote, and the remaining 50%, plus any agreed changes, once you approve the finished work under clause 5. The site goes live, or is handed over, once that final payment is made.

7.3 For smaller jobs, the quote may say the whole price is paid on completion instead.

7.4 Invoices are due within 14 days. You can pay online by card, or by bank transfer. We aren't registered for VAT, so no VAT is added. If we become registered before your work is finished, the agreed price includes any VAT due, so what you pay doesn't change.

7.5 If a payment is more than 14 days late, we may pause work until it is paid. For business clients, we may also charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998.

8. Who owns what

8.1 Once you have paid in full, we assign to you the copyright and other rights in the design, code and content we create specially for you, and hand over every file, login and account. We'll sign a separate confirmation of this if you ask. Your own words, photos and logos stay yours throughout.

8.2 We keep ownership of our own tools and building blocks that we use across projects (such as our Breeze foundation and template parts). You get a permanent, free licence to use, change and move them as part of your site.

8.3 Third-party items (fonts, plugins, photos, services) are used under their own licences. We list any that cost money in the quote.

8.4 Until you pay in full, we keep ownership of the work and you may not put it live.

8.5 We may show the finished site in our portfolio, unless you ask us not to.

9. After launch

9.1 For 30 days after the work goes live, we fix any fault in our work free of charge.

9.2 This doesn't cover changes made by anyone else, your hosting or other providers' services, or updates released by third parties after launch.

9.3 Ongoing support and further changes are quoted separately.

10. Hosting, domains and accounts

10.1 Where we can, your domain, hosting and service accounts are set up in your name, so you always control them.

10.2 We are not responsible for outages or changes in services we don't run.

11. Confidentiality and personal data

11.1 We each keep the other's confidential information private, during the project and afterwards.

11.2 Where we handle personal data on your behalf (for example, your customers' details), we act as your processor under UK data protection law, and the data processing terms in Schedule A apply.

12. Ending the agreement

12.1 Either of us can end this agreement by writing to the other.

12.2 If it ends, you pay for the work done up to that point, at the rate in the quote. The first payment counts towards it, and we refund any part of it not used. You get the work done so far once it is paid for.

12.3 Either of us can end it straight away if the other seriously breaks this agreement and doesn't put it right within 14 days of being asked.

12.4 If you are a consumer, you can cancel within 14 days of accepting the quote, without giving a reason. Tell us clearly by email or post; you can use the form in Schedule B, but you don't have to. If you asked us to start within those 14 days, you pay for the work done up to when you told us. We refund anything else within 14 days, the same way you paid.

13. Liability

13.1 If you are a business client, our total liability under this agreement is limited to the price paid or payable under it, and we aren't liable for lost profits, lost revenue, lost data or other indirect losses.

13.2 If you are a consumer, we are responsible for loss you suffer that is a foreseeable result of us breaking this agreement or not using reasonable care and skill. We aren't responsible for loss that wasn't foreseeable, or for business losses.

13.3 Nothing in this agreement limits liability for death or personal injury caused by negligence, for fraud, or for anything else the law doesn't allow to be limited, and nothing affects a consumer's legal rights.

14. General

14.1 This agreement is the whole agreement about this work. Changes to it must be in writing and agreed by both of us.

14.2 Neither of us can pass this agreement to someone else without the other's written consent.

14.3 We may use trusted freelancers for parts of the work. We stay responsible for their work, and they are bound by the same confidentiality and data protection terms.

14.4 Neither of us is responsible for delays caused by events outside our reasonable control, such as power or internet failures, illness or severe weather. We will tell each other promptly. If it lasts more than 60 days, either of us can end the agreement under clause 12.

14.5 If a court finds any part of this agreement invalid, the rest still applies.

14.6 Only you and we have rights under this agreement. No one else can enforce it.

14.7 Notices can be given by email to the addresses we use for the project.

14.8 This agreement is governed by the law of England and Wales, and its courts have jurisdiction. If you are a consumer living in Scotland or Northern Ireland, you can also bring proceedings in your local courts.

Schedule A: data processing terms

This schedule applies when we handle personal data on your behalf (clause 11.2), such as form submissions, bookings or customer accounts on your site. You are the controller and we are the processor under UK GDPR and the Data Protection Act 2018. The quote says what data is involved, whose it is, why and for how long we handle it, and which providers handle it with us.

A.1 We process the personal data only to build, test, launch and support your site, and only on your documented instructions (this agreement and your written requests), unless the law requires otherwise. If it does, we tell you first, unless the law forbids that.

A.2 Everyone at Breeze who handles the data is bound by confidentiality.

A.3 We keep the data secure with appropriate measures, including encrypted connections, access limited to the people who need it, and two-factor sign-in wherever a service offers it.

A.4 You authorise us to use the providers listed in the quote (such as hosting, email delivery and payments). We tell you before adding or replacing one, so you can object. Each is held to the same data protection obligations, and we stay responsible for them.

A.5 We help you respond to people using their data rights, and with your duties on security, breach notification and impact assessments, as far as our access allows.

A.6 We tell you without undue delay, and within 48 hours of becoming aware, of any personal data breach affecting your data.

A.7 When the work ends, we delete or return the personal data, as you choose, unless the law requires us to keep it.

A.8 We give you the information you need to show these terms are met, and allow reasonable audits on reasonable notice.

A.9 We don't transfer the data outside the UK unless it is protected in a way UK law accepts.

Schedule B: cancellation form

For clients buying as private individuals. Complete and return this form only if you wish to cancel the contract.

To: Breeze Digital Ltd, 3rd Floor, 86-90 Paul Street, London, EC2A 4NE, info@breeze-digital.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following service [*],

Ordered on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate.