

Betelguise Web Design

Terms Of Service

1. Definitions

For the purposes of these Terms of Service, the following definitions apply:

"Betelguise Web Design", "we", "our", "us" means Betelguise Web Design, a trading name of Paul Griffiths.

"Client", "Customer", "you", "your" means the individual, partnership, company or organisation purchasing services from Betelguise Web Design.

"Website" means any website, web application, e-commerce store or digital solution supplied by Betelguise Web Design.

"Services" means any service provided by Betelguise Web Design including but not limited to website design, website development, WordPress development, WooCommerce development, hosting, maintenance, search engine optimisation (SEO), consultancy, website audits, digital marketing and technical support.

"Project" means all work described within any quotation, proposal or written agreement.

"Third Party Software" means any software not developed by Betelguise Web Design including WordPress, themes, plugins, APIs, payment gateways, external integrations and cloud services.

"Completion" means the point at which the Website is ready to be made live or otherwise delivered in accordance with the agreed specification.

2. Acceptance of Terms

These Terms of Service apply to every quotation, proposal, project and service supplied by Betelguise Web Design unless otherwise agreed in writing.

By instructing Betelguise Web Design to undertake work, paying a deposit, accepting a quotation or continuing to use any of our services, the Client confirms that they have read, understood and accepted these Terms.

Any conditions proposed by the Client shall not apply unless expressly accepted in writing by Betelguise Web Design.

Should any provision of these Terms be found unenforceable by a Court, the remaining provisions shall continue in full force and effect.

3. Quotations & Contracts

All quotations remain valid for thirty (30) days unless otherwise stated.

A quotation constitutes an invitation to enter into a contract and does not become binding until accepted by both parties.

Unless otherwise agreed in writing:

- 50% of the total project fee is payable before work commences.
- The remaining balance becomes due immediately upon Completion and before the Website is made live or transferred to the Client.
- Any additional work requested outside the agreed specification will be quoted separately.
- Verbal requests for additional work may be confirmed by email before work proceeds.

Any estimate of project duration is provided in good faith but does not constitute a contractual deadline.

4. Project Scope

Every project is based solely upon the written specification contained within the quotation or proposal.

Any features, functionality or services not specifically included within the quotation shall be treated as additional work.

Examples include, but are not limited to:

- additional pages
- additional design revisions
- bespoke functionality
- integrations
- payment gateway changes
- multilingual functionality
- accessibility modifications
- additional SEO work
- additional testing

- content creation beyond the agreed scope.

Changes requested after development has commenced may affect both project cost and delivery schedule.

Betelguise Web Design reserves the right to refuse requests that fundamentally alter the agreed project scope.

5. Client Responsibilities

The Client agrees to:

- provide all required content promptly;
- ensure all supplied information is accurate;
- review work within reasonable timescales;
- provide approvals without unnecessary delay;
- nominate a single point of contact where appropriate;
- ensure all licences required for supplied material have been obtained;
- maintain accurate contact information throughout the project.

The Client acknowledges that delays in providing information, approvals or feedback may delay project completion.

Betelguise Web Design shall not be responsible for missed deadlines where delays have arisen through the actions or omissions of the Client.

6. Client Content

Unless otherwise agreed, all website copy, photographs, logos, videos and documents shall be supplied by the Client in electronic format.

The Client warrants that they own, or have permission to use, all content supplied.

The Client agrees to indemnify Betelguise Web Design against any claim arising from:

- copyright infringement;
- trademark infringement;
- defamation;
- breach of privacy;
- unlawful publication;
- misuse of intellectual property.

Betelguise Web Design reserves the right to refuse publication of material believed to be unlawful, offensive or misleading.

7. Intellectual Property & Copyright

The Client retains ownership of all content supplied by them, including text, logos, images, videos and other materials.

Betelguise Web Design retains ownership of:

- proprietary development frameworks;
- reusable code libraries;
- internal development tools;
- bespoke programming techniques;
- design methodologies;
- documentation;
- scripts created independently of the Project.

Where bespoke functionality has been created specifically for the Client as part of the agreed Project, the Client receives a perpetual licence to use that functionality solely within the Website for which it was developed.

Nothing within these Terms transfers ownership of Betelguise Web Design's proprietary development framework or reusable intellectual property.

Open-source software including WordPress, WooCommerce, Divi and third-party plugins remain subject to their respective licences.

8. Portfolio Rights

Unless otherwise agreed in writing, Betelguise Web Design may:

- display screenshots of completed work;
- identify the Client within our portfolio;
- describe the services provided;
- use the project for promotional purposes.

Confidential information shall never be disclosed without permission.

If the Client requires complete confidentiality, this must be agreed before work commences.

9. Website Acceptance & Going Live

Upon completion of the Project, Betelguise Web Design will notify the Client that the Website is ready for review.

The Client shall have fourteen (14) calendar days to inspect the Website and notify Betelguise Web Design in writing of any defects that prevent the Website from substantially meeting the agreed specification.

The Website shall be deemed accepted upon the earliest of:

- written confirmation from the Client;
- the Website being made live;
- the Client using the Website for business purposes;
- fourteen (14) calendar days passing without notification of material defects.

Minor cosmetic issues, typographical corrections or enhancement requests shall not delay acceptance.

Following acceptance, any additional work requested by the Client shall be treated as new work and charged at Betelguise Web Design's current hourly rate unless covered by an active maintenance agreement.

10. Changes After Launch

Following Completion and acceptance of the Website, responsibility for day-to-day operation of the Website passes to the Client unless a maintenance agreement is in place.

The Client acknowledges that any changes made after launch may affect the Website's functionality, performance, security, accessibility and compatibility.

Betelguise Web Design accepts no responsibility for issues arising from alterations made after Completion by any person other than Betelguise Web Design.

Any investigation or remedial work arising from post-launch modifications shall be chargeable.

11. Administrative Access

The Client may be provided with administrator-level access to the Website.

Administrator access permits unrestricted modification of the Website and should only be granted to trusted individuals with appropriate technical knowledge.

The Client accepts full responsibility for any changes made using administrator accounts, whether by the Client, employees, contractors or any third party authorised by the Client.

Betelguise Web Design accepts no responsibility for faults arising from the use of administrator access by persons other than Betelguise Web Design.

Where administrator access has been used to modify the Website, Betelguise Web Design may require the Website to be restored to a supported configuration before maintenance services resume.

12. WooCommerce & E-Commerce Websites

Where Betelguise Web Design develops an e-commerce website, reasonable skill and care will be exercised to ensure the Website operates in accordance with the agreed specification at the date of Completion.

The Client acknowledges that online retail systems involve numerous third-party components including payment gateways, shipping providers, taxation software, inventory systems and external APIs.

Betelguise Web Design cannot guarantee uninterrupted operation of any e-commerce Website.

The Client remains responsible for:

- product descriptions;
- pricing;
- VAT configuration;
- shipping rules;
- legal compliance;
- returns policies;
- consumer legislation;
- stock accuracy;
- order fulfilment;
- testing orders after software updates.

Betelguise Web Design accepts no liability for financial losses arising from incorrect pricing, taxation, shipping settings, stock levels or payment gateway configuration following Completion.

13. Third-Party Development & Unsupported Code

The Website has been developed using coding standards, development practices and software approved by Betelguise Web Design.

The Client acknowledges that any modification made by another developer, employee, contractor, consultant or any third party may adversely affect the Website.

For the purposes of these Terms, **Unsupported Code** means any software, code, plugin, integration, configuration or modification that has not been:

- developed by Betelguise Web Design; or
- formally reviewed and accepted in writing by Betelguise Web Design.

Unsupported Code includes, but is not limited to:

- PHP code;
- JavaScript;
- CSS;
- HTML templates;
- WordPress Core modifications;
- theme or child theme modifications;
- WooCommerce modifications;
- custom plugins;
- third-party plugins;
- code snippets;
- AI-generated code;
- APIs;
- server configuration;
- database modifications;
- caching software;
- security software.

Betelguise Web Design only supports code that we have developed ourselves or have formally reviewed and accepted in writing.

14. WordPress, Plugins & Software Updates

The Client acknowledges that WordPress websites rely upon third-party software that evolves continually.

This includes:

- WordPress Core;
- plugins;
- themes;
- payment gateways;
- APIs;
- browsers;
- hosting platforms.

Whilst Betelguise Web Design exercises reasonable care when applying updates, compatibility issues may arise that are outside our control.

No guarantee is given that future software updates released by third parties will remain compatible with existing functionality.

Where no maintenance agreement exists, responsibility for keeping software updated rests entirely with the Client.

Where a maintenance agreement is in place, Betelguise Web Design will use reasonable skill and care when applying updates but cannot accept liability for issues arising solely from defects within third-party software.

15. Open Source Software

The Website may incorporate open-source software including, but not limited to, WordPress, WooCommerce, Divi, and third-party plugins or libraries.

Such software remains the intellectual property of its respective authors and is supplied subject to its own licence terms.

Betelguise Web Design does not claim ownership of any third-party software incorporated within the Website.

The Client acknowledges that Betelguise Web Design has no control over future development, support, pricing, licensing or availability of third-party software.

Where third-party developers discontinue software, change licensing models, introduce subscription fees or withdraw functionality, any work required to modify or replace affected software shall be chargeable.

Betelguise Web Design accepts no liability for defects, vulnerabilities or incompatibilities originating within third-party software.

16. Website Maintenance

Maintenance services are provided only where expressly agreed in writing.

Unless covered by an active maintenance agreement, Betelguise Web Design has no obligation to:

- update WordPress;
- update plugins;
- update themes;
- monitor uptime;
- monitor security;
- maintain backups;
- repair faults;
- investigate errors;
- restore hacked websites.

Maintenance agreements cover only the services specifically listed within the relevant maintenance plan.

Additional development work falls outside routine maintenance and will be quoted separately.

Betelguise Web Design reserves the right to suspend maintenance services where invoices remain unpaid.

17. Hosting Services

Where hosting is supplied by Betelguise Web Design, reasonable efforts will be made to provide a reliable and secure hosting environment.

However, Betelguise Web Design does not guarantee uninterrupted availability of hosting services.

Temporary interruptions may occur due to:

- hardware failure;
- software updates;
- maintenance;
- network outages;
- denial-of-service attacks;
- third-party failures;
- circumstances beyond our reasonable control.

Betelguise Web Design reserves the right to migrate hosting providers or server infrastructure where this is considered necessary to improve performance, security or reliability.

The Client shall not use hosting services for any unlawful purpose or to store material that infringes the rights of others.

Betelguise Web Design reserves the right to suspend hosting immediately where continued hosting may expose us or our suppliers to legal, security or operational risks.

18. Third-Party APIs & External Services

Many websites rely upon external services supplied by independent organisations.

Examples include:

- Google Maps
- Google Analytics
- Google Tag Manager
- Google Search Console
- Meta
- Facebook
- Instagram
- Stripe
- PayPal
- Sage
- Xero
- Mailchimp
- Klaviyo
- Microsoft
- Dropbox
- YouTube
- Vimeo
- WhatsApp
- Trustpilot
- Cloudflare

Betelguise Web Design has no control over these services.

Should any third-party provider alter its:

- pricing;
- licensing;
- functionality;
- technical requirements;
- API;
- terms of service;
- security requirements;

any resulting development work shall be chargeable.

Betelguise Web Design shall not be liable for interruptions caused by third-party providers.

19. Domain Names & DNS

Where Betelguise Web Design registers or manages domain names on behalf of the Client, ownership shall remain with the Client unless otherwise agreed.

The Client remains responsible for ensuring renewal details and contact information remain accurate.

Failure to renew domain names may result in loss of the domain, interruption of services and additional recovery costs.

Betelguise Web Design accepts no liability for domains lost through:

- failure to pay renewal fees;
- inaccurate registrant information;
- failure to respond to registrar communications;
- actions of domain registries or registrars.

Where DNS records are altered by third parties, Betelguise Web Design accepts no responsibility for resulting website or email disruption.

20. Email Hosting

Where email hosting is provided by Betelguise Web Design, reasonable endeavours will be made to provide a reliable email service through our chosen hosting provider.

Betelguise Web Design does not guarantee uninterrupted email delivery, receipt or availability. Email services may be affected by factors outside our control including internet outages, third-party mail providers, spam filtering, DNS propagation, blacklisting, or hardware and software failures.

The Client is responsible for:

- maintaining secure passwords;
- managing mailbox storage limits;
- complying with all applicable laws relating to email marketing;
- ensuring mailing lists have been obtained with appropriate consent;
- complying with UK GDPR, the Privacy and Electronic Communications Regulations (PECR) and any other applicable legislation.

The Client shall not use our hosting services to send unsolicited commercial email ("spam"), phishing emails, malicious software or any unlawful communications.

Betelguise Web Design reserves the right to suspend email services immediately where email activity threatens server reputation, security or the continued operation of our hosting platform.

21. Website Security

Betelguise Web Design develops websites using recognised industry standards and follows security best practices appropriate at the time of development.

However, no website connected to the internet can ever be guaranteed to be completely secure.

The Client acknowledges that cyber security threats continually evolve and that vulnerabilities may arise through third-party software, hosting infrastructure or user behaviour.

Unless expressly included within a maintenance agreement, the Client remains responsible for:

- maintaining strong passwords;
- enabling multi-factor authentication where available;
- managing administrator accounts;
- removing unused user accounts;
- protecting login credentials;
- ensuring authorised users only have appropriate access.

Betelguise Web Design shall not be liable for any loss arising from:

- hacking;
- malware;
- ransomware;
- phishing attacks;
- brute force attacks;
- denial of service attacks;
- compromised passwords;
- vulnerabilities in third-party software;
- failures of third-party hosting providers;
- criminal activity beyond our reasonable control.

Where a website becomes compromised, Betelguise Web Design may temporarily suspend access if this is necessary to protect the Website, hosting infrastructure or other customers.

Any work required to investigate, clean or restore a compromised Website shall be chargeable unless expressly covered within a maintenance agreement.

22. Backups & Disaster Recovery

Unless otherwise agreed in writing, Betelguise Web Design does not guarantee the availability or retention of website backups.

Where backups are performed by Betelguise Web Design, they are provided solely as a convenience and should not be relied upon as the Client's sole disaster recovery solution.

The Client remains responsible for ensuring suitable backups exist for all website content, databases, emails and other business-critical information.

Whilst every reasonable effort will be made to restore websites from available backups, Betelguise Web Design accepts no liability where backups are incomplete, unavailable, corrupted or fail to restore correctly.

The Client is strongly encouraged to retain independent copies of all website content and data.

23. Browser Compatibility & Third-Party Services

Betelguise Web Design designs websites to function correctly in the current major versions of widely used web browsers available at the date of Completion, including Google Chrome, Microsoft Edge, Mozilla Firefox and Apple Safari.

Future browser releases, operating system updates and device changes may alter the appearance or functionality of a Website after Completion.

Betelguise Web Design accepts no liability for issues arising solely from subsequent browser or operating system updates.

Where the Website relies upon third-party services including payment gateways, APIs, social media platforms, mapping services, booking systems, analytics platforms or similar technologies, Betelguise Web Design cannot guarantee their continued availability, pricing or compatibility.

Should a third-party service change or cease trading, any work required to adapt the Website shall be chargeable.

24. Search Engine Optimisation (SEO), AI Services & Digital Marketing

Search engine rankings are controlled by independent search engines including Google, Bing and others.

Betelguise Web Design cannot and does not guarantee:

- specific search engine rankings;
- increased traffic;
- increased enquiries;
- increased sales;
- indexing by search engines;
- inclusion within AI-generated search results;
- inclusion within AI assistants or large language models.

Any estimates regarding SEO performance are provided in good faith and should not be interpreted as guarantees.

Where AI-assisted tools are used during content creation, coding or website development, all work will be reviewed by Betelguise Web Design prior to delivery. However, the Client remains responsible for reviewing and approving all published content before it goes live.

Betelguise Web Design accepts no responsibility for commercial decisions made by search engines, AI systems or other third-party platforms that may affect visibility, rankings or website traffic.

25. Payment Terms

Unless otherwise agreed in writing, payment terms are:

- 50% deposit before work commences.
- 50% immediately upon Completion and before the Website is made live or transferred.

Invoices are payable within fourteen (14) days of the invoice date unless alternative terms have been agreed in writing.

Ownership of any deliverables remains with Betelguise Web Design until all outstanding invoices have been paid in full.

Failure to make payment shall entitle Betelguise Web Design to suspend work immediately.

The Client shall remain liable for all work completed up to the date of suspension.

26. Late Payment

Betelguise Web Design reserves the right to charge interest on overdue invoices in accordance with the **Late Payment of Commercial Debts (Interest) Act 1998**, together with any applicable compensation and reasonable debt recovery costs.

Where invoices remain unpaid, Betelguise Web Design may:

- suspend development work;
- suspend maintenance;
- suspend hosting;
- disable access to staging websites;
- remove websites from public access where hosting is provided by us;
- withhold transfer of domains, websites or source files until payment has been received in full.

Any costs incurred in recovering outstanding debts shall be payable by the Client where permitted by law.

27. Suspension of Services

Betelguise Web Design reserves the right to suspend any service immediately where:

- invoices remain unpaid;
- the Client breaches these Terms;
- unlawful activity is suspected;
- hosting services are abused;
- website activity presents a security risk;
- continued operation threatens our infrastructure or reputation;
- continued provision of services may expose Betelguise Web Design to legal liability.

Where practical, reasonable notice of suspension will be provided.

Betelguise Web Design shall not be liable for any losses arising from suspension that is reasonably necessary to protect our business, customers, suppliers or hosting infrastructure.

Services suspended due to Client breach may be reinstated only after the breach has been remedied and any applicable reinstatement charges have been paid.

28. Cancellation & Refunds

Either party may cancel a Project by providing written notice.

Where the Client cancels a Project after work has commenced, Betelguise Web Design shall be entitled to payment for all work completed up to the date of cancellation, including any third-party costs already incurred.

Any deposit paid is non-refundable once development work has commenced.

Where work has been completed in excess of the deposit paid, the Client shall remain liable for the outstanding balance.

Annual services including hosting, domain registrations, SSL certificates, software licences, maintenance plans and other recurring services are non-refundable once the service period has commenced.

If Betelguise Web Design cancels a Project for reasons other than a material breach by the Client, the Client shall receive a refund of any fees paid for work not yet undertaken.

Upon cancellation, Betelguise Web Design may remove development copies of the Website and any associated project files after ninety (90) days unless otherwise agreed.

29. Project Delays & Abandoned Projects

The Client acknowledges that timely delivery of content, approvals and feedback is essential to the successful completion of the Project.

Where the Client fails to provide required information or approvals for a continuous period of sixty (60) days, the Project shall be deemed inactive.

Betelguise Web Design reserves the right to:

- invoice for all work completed;
- suspend further development;
- archive project files;
- remove staging websites;
- reallocate development resources;
- charge a reasonable recommencement fee should the Project later resume.

Where no communication is received from the Client for a continuous period of six (6) months, Betelguise Web Design may consider the Project abandoned and close the Project without further obligation.

30. Limitation of Liability

Nothing within these Terms shall exclude or limit liability where such exclusion is prohibited by law.

Subject to the above, Betelguise Web Design's total aggregate liability arising from any claim relating to the Services shall not exceed the total amount paid by the Client for the specific Project or service giving rise to the claim.

Betelguise Web Design shall not be liable for any:

- loss of profits;
- loss of revenue;
- loss of anticipated savings;
- loss of business opportunity;
- loss of goodwill;
- interruption to business;
- loss of contracts;
- loss of reputation;
- loss of data;
- loss resulting from Website downtime;

- search engine ranking changes;
- cyber attacks;
- third-party software failures;
- indirect, consequential or special damages.

The Client acknowledges that no software can be guaranteed to be completely free from defects and that reasonable bugs or errors shall not constitute a breach of contract where Betelguise Web Design acts promptly to investigate and rectify them.

31. Indemnity

The Client agrees to indemnify and keep indemnified Betelguise Web Design, its employees, contractors and suppliers against all claims, losses, liabilities, damages, costs and expenses (including reasonable legal costs) arising from:

- content supplied by the Client;
- infringement of copyright, trademarks or intellectual property;
- unlawful use of the Website;
- products or services sold by the Client;
- misuse of hosting services;
- breaches of applicable legislation;
- modifications made by the Client or any third party.

This indemnity shall survive termination of the Services.

32. Force Majeure

Betelguise Web Design shall not be liable for any delay or failure to perform its obligations where such delay or failure results from events beyond our reasonable control.

Such events include, but are not limited to:

- illness;
- natural disasters;
- fire;
- flood;
- severe weather;
- war;
- terrorism;
- civil unrest;
- pandemics;

- strikes;
- industrial disputes;
- internet outages;
- utility failures;
- cyber attacks;
- failures of hosting providers;
- failures of software suppliers;
- governmental action.

Where such circumstances continue for an extended period, either party may terminate the affected Services without liability for future performance.

33. Privacy, Data Protection & GDPR

Each party shall comply with all applicable data protection legislation, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and any successor legislation.

Unless expressly agreed otherwise, the Client remains the **Data Controller** in respect of all personal data collected through the Website.

Where Betelguise Web Design processes personal data solely on behalf of the Client, Betelguise Web Design shall act as a **Data Processor** only to the extent necessary to provide the agreed Services.

The Client is responsible for ensuring that:

- appropriate privacy policies are published;
- lawful processing of personal data is maintained;
- consent mechanisms are legally compliant where required;
- cookies are managed appropriately;
- any required registrations or assessments have been completed.

Betelguise Web Design shall not be responsible for the Client's ongoing legal compliance regarding the processing of personal data.

34. Confidentiality

Each party agrees to keep confidential all commercially sensitive information received from the other party during the course of the Project.

Confidential information shall not include information that:

- is already in the public domain;
- becomes publicly available through no fault of either party;
- is required to be disclosed by law;
- has been independently developed without reference to confidential information.

This obligation shall survive termination of the Project.

35. Governing Law & Jurisdiction

These Terms of Service shall be governed by and interpreted in accordance with the laws of England and Wales.

Both parties agree that any dispute arising from these Terms or the Services provided shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

36. Changes to these Terms

Betelguise Web Design reserves the right to amend these Terms of Service from time to time.

Updated Terms will apply to new Projects immediately upon publication and to existing ongoing services where reasonable notice has been provided.

The latest version of these Terms will always be available on the Betelguise Web Design website.

37. Contact Information

Betelguise Web Design

A trading name of Paul Griffiths

The Box Factory
Faraday Drive
Shropshire
WV15 5BA

Telephone: 01746 250500

Email: hello@betelguise.com

Website: <https://www.betelguise.com>

Business Hours: Monday to Friday, 9:00am to 5:00pm (excluding public holidays)

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