

Terms and Conditions of Service.

The terms that apply to every Roddy Digital package, retainer and project, whether you buy online or confirm a proposal.

VERSION

1.0 · 17 July 2026

COMPANY

Roddy Digital Ltd · 13155033

VAT

GB 387 135 866

CONTACT

hello@roddy.digital

These terms apply to all services provided by Roddy Digital Ltd. Please read them before purchasing a package online or confirming a proposal.

Roddy Digital Ltd, a company registered in England and Wales under company number 13155033, registered address 11-13 Penhill Road, Pontcanna, Cardiff, CF11 9PQ. VAT number GB 387 135 866. Email: hello@roddy.digital. In these terms, "Roddy Digital", "we", "us" and "our" mean Roddy Digital Ltd, and "you" and "your" mean the client named in the Order Form or Proposal, or the person or business purchasing services from us. These terms are separate from our Website Terms of Use, which cover browsing roddy.digital.

Part A. Core Terms.

1. About these terms.

1.1 These terms, together with your Order Form, Proposal or online order and any applicable Service Schedule in Part B, form the contract between you and us (the "Contract").

1.2 If there is any conflict, the order of priority is: (1) the Order Form, Proposal or online order confirmation, (2) the relevant Service Schedule, (3) these core terms.

1.3 Our services are provided to businesses. By entering into the Contract you confirm that you are acting in the course of business and not as a consumer.

1.4 We may update these terms from time to time. The version in force when your Contract is formed applies to that Contract. For ongoing monthly services, we may introduce an updated version by giving you at least 30 days written notice; if you do not accept the updated terms you may end the Contract at the end of the notice period (subject to any minimum term and clause 9).

2. Definitions.

"Build Value" means the market value of the website build and setup work included in a Growth Bundle, as stated on our website or in your Proposal at the time of order.

"Business Hours" means 09:00 to 17:00 Monday to Thursday and 09:00 to 15:00 Friday, excluding bank holidays in England and Wales.

"Deliverables" means the websites, designs, content, campaigns, reports and other materials we create for you under the Contract.

"Growth Bundle" means one of our fully managed monthly packages (currently Kickstart, Accelerate and Launch Pad) that include a website build delivered within the initial period of a 12-month minimum term.

"Initial Term" means the minimum contract period for a service, as stated in the Proposal, on our website at the point of purchase, or in the relevant Service Schedule.

"Order Form" means the short document confirming your package, fees, start date and scope, which incorporates these terms when signed.

"Proposal" means the written proposal, quote or order summary we provide describing the services and charges.

"Setup Fee" means any one-off onboarding fee stated in your Order Form, Proposal or at the point of order.

“Service Schedule” means the schedules in Part B that apply to the specific services you buy.

“Third-Party Platform” means any platform, tool or service operated by someone other than us and used in delivering your services, including website build platforms (such as Lovable and Base44), hosting providers, domain registrars, Google, Meta, other advertising and social platforms, email providers and AI tools.

3. How the Contract is formed.

3.1 Buying online. If you purchase a package through our website, the Contract is formed when you complete the checkout, having ticked the box confirming you have read and agree to these terms. Our payment provider (Stripe) records the acceptance with a timestamp, and we will confirm the package purchased and the version of the terms you accepted by email.

3.2 Accepting a Proposal or Order Form. If we send you a Proposal or Order Form, the Contract is formed when you either (a) confirm acceptance by email, including confirmation that you agree to these terms via the link provided, or (b) sign the Order Form, Proposal or these terms, electronically or in writing. An email from you or your authorised representative saying you wish to go ahead is binding acceptance. Asking us to begin work is also acceptance of these terms.

3.3 Quotes and Proposals are valid for 30 days from the date issued unless stated otherwise.

3.4 These terms apply to all current and future services we provide to you unless we agree different terms in writing.

4. Term and notice.

4.1 The Contract starts on the date it is formed under clause 3 and continues for the Initial Term applicable to each service.

4.2 Unless stated otherwise in your Proposal or the relevant Service Schedule:

- Growth Bundles have a 12-month Initial Term, then continue on a rolling monthly basis. Either party may end the service at or after the end of the Initial Term by giving at least 60 days written notice.
- Monthly retainers and monthly pillar packages have the Initial Term stated at purchase (for example, a 3-month minimum for Demand and Content packages), then continue monthly. Either party may end the service by giving at least 30 days written notice, expiring no earlier than the end of the Initial Term.
- One-off projects run until the project is completed and paid for.

4.3 Notice must be given in writing in accordance with clause 21.9.

5. Our obligations.

5.1 We will provide the services described in your Proposal or package description with reasonable skill and care, using appropriately experienced people.

5.2 Project milestones, timelines and delivery dates are good-faith estimates, not guarantees, and time is not of the essence. We will keep you informed of progress and tell you promptly if a date needs to move.

5.3 We may use subcontractors and freelancers to deliver parts of the services. We remain responsible for work delivered under the Contract.

6. Your obligations.

6.1 You will appoint a single point of contact with authority to give approvals and make decisions that bind you.

6.2 You will provide, promptly and at your own cost: the information, content, images, logins, access and approvals we reasonably need; accurate and lawful materials; and cooperation from any of your other suppliers.

6.3 You will respond to requests for feedback or approval within 5 working days unless we agree otherwise. If we do not hear from you within 10 working days of a request, we may treat the relevant work as approved so the project can progress, or pause the project.

6.4 You are responsible for the accuracy, legality and ownership of all content and materials you supply, including ensuring you have the rights to use them and that they comply with the law and any regulatory rules that apply to your business.

6.5 If your delay, missing content or lack of response holds up delivery, we may adjust timelines and charge for any additional costs reasonably incurred. If a project is paused for more than 60 days because of your delay, we may invoice for the work completed to date and treat the remaining project as a new engagement when it restarts.

7. Revisions and changes to scope.

7.1 Unless your Proposal says otherwise, each design or build milestone includes up to 3 rounds of revisions. Further revisions, or material changes to work you have already approved, are chargeable.

7.2 If you ask for work outside the agreed scope, we will confirm the additional cost and any timeline impact in writing before starting. Out-of-scope work is charged at our ad-hoc rate (currently £95 per hour + VAT) or at a fixed price we agree with you.

7.3 No change to scope is binding until both parties have agreed it in writing (email is sufficient).

8. Charges and payment.

8.1 All charges exclude VAT, which is payable in addition at the prevailing rate.

8.2 **Monthly services** (Growth Bundles, retainers and monthly packages) are invoiced monthly in advance and payable by automatic card payment or Direct Debit through our payment provider, or by bank transfer where agreed. Any Setup Fee plus the first monthly payment is due before work is scheduled. Setup Fees and monthly fees are non-refundable once work has begun, except where required by law.

8.3 **One-off projects** over £1,000 are payable 50% on acceptance and 50% on completion, meaning before go-live or 3 months from project start, whichever comes first. One-off projects of £1,000 or less are payable in full on acceptance unless the Proposal states otherwise.

8.4 Invoices are payable within 14 days of the invoice date unless the Proposal states otherwise. Time for payment is of the essence.

8.5 Charges do not include third-party costs unless expressly stated, including domain registration, hosting or platform subscriptions payable to Third-Party Platforms, advertising media spend, premium plugins or licences, stock images and print costs. Where we arrange these on your behalf we will agree the cost with you first.

8.6 **Late payment.** If you do not pay on time we may charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 (currently statutory interest at 8% above the Bank of England base rate), accruing daily from the due date until payment.

8.7 **Suspension.** If any amount is more than 14 days overdue, or a Direct Debit fails and is not remedied within 7 days of our notice, we may suspend some or all services (including hosting and website management) until all overdue amounts are paid. We are not responsible for any loss caused by suspension under this clause. Reinstatement may be subject to a reconnection fee.

8.8 Price reviews. For ongoing monthly services we may review charges once in any 12-month period, giving at least 60 days written notice of any increase. Increases do not apply during a Growth Bundle Initial Term; the Year 2 monthly price for each Growth Bundle is as published at the time of your order.

9. Early termination of minimum-term services.

9.1 Growth Bundles include a substantial website build, delivered within the first 30 days, whose cost is spread across the 12-month Initial Term. The monthly price is only possible because of that commitment.

9.2 If a Growth Bundle ends before the end of the Initial Term for any reason other than our uncured material breach, an early exit fee is immediately payable, equal to the Build Value for your package less the total monthly fees you have already paid under that package. If that calculation is zero or negative, no early exit fee is due.

9.3 For other services with a minimum term, if the service ends early for any reason other than our uncured material breach, the monthly fees for the remainder of the Initial Term become immediately payable.

9.4 Intellectual property in the Deliverables transfers in accordance with clause 10, which for Growth Bundles requires payment of all sums due under this clause 9.

10. Intellectual property.

10.1 **What you own.** On receipt by us of all sums due under the Contract ("Full Payment"), we assign to you the intellectual property rights in the Deliverables created specifically for you. For one-off projects, Full Payment means payment of all invoices for that project. For Growth Bundles, Full Payment means either completion of the Initial Term with all monthly fees paid, or payment of all fees due including any early exit fee under clause 9.

10.2 **Until Full Payment.** Until Full Payment, we grant you a non-exclusive licence to use the Deliverables for your business for the purpose for which they were created. This licence ends automatically if the Contract is terminated for your non-payment and any sums remain unpaid.

10.3 **What we keep.** We retain all rights in our pre-existing materials, tools, know-how, code libraries, templates, frameworks, prompts and processes, including anything created before or outside the Contract. Where any of these are embedded in the Deliverables, we grant you a perpetual, non-exclusive, royalty-free licence to use them as part of the Deliverables.

10.4 **Third-party materials.** Stock images, fonts, themes, plugins and other third-party materials are licensed, not owned, and your use is subject to the licensor's terms. We will tell you about any material restrictions we are aware of.

10.5 **Your materials.** You retain ownership of the content and materials you supply, and you grant us a licence to use them to deliver the services.

10.6 **Domains.** Your domain name is registered in your name (or transferred to your name where we register it on your behalf) and remains yours regardless of the status of the Contract.

11. Design credit.

11.1 Websites we build include a small "Site by Roddy Digital" credit and link in the footer.

11.2 You may ask us to remove the credit at any time for a one-off fee of £250 + VAT, or such other fee as is stated in your Proposal.

12. Confidentiality.

12.1 Each party will keep the other's confidential information confidential, use it only for the purposes of the Contract, and disclose it only to those employees, contractors and advisers who need it and are bound by

equivalent obligations, or where disclosure is required by law.

12.2 This clause survives the end of the Contract.

13. Data protection.

13.1 Both parties will comply with applicable data protection law, including the UK GDPR and the Data Protection Act 2018.

13.2 Where we process personal data on your behalf (for example, data about your customers held on your website or in your marketing tools), you are the controller and we are the processor. We will process that data only on your documented instructions, keep it secure, ensure our people are bound by confidentiality, assist you with your legal obligations where reasonably required, and delete or return it at the end of the Contract at your choice.

13.3 You authorise us to use sub-processors in delivering the services, including hosting providers, website build platforms, email and analytics providers and AI tools. We will remain responsible for their processing and will ensure appropriate safeguards are in place for any transfers outside the UK.

13.4 Our privacy policy at rodody.digital explains how we handle personal data as a controller.

14. Third-party platforms.

14.1 Our services depend on Third-Party Platforms. Your use of any Third-Party Platform is subject to that platform's own terms, which you accept where you hold the account.

14.2 Unless your Proposal states otherwise, platform accounts and subscriptions relating to your website (including the build platform, hosting and domain) are held either in your name or in ours on your behalf, as stated at the point of order. Where we hold an account on your behalf, we will transfer it to you (where the platform allows) on request following Full Payment, and any transfer or handover work is chargeable under clause 17.5.

14.3 We are not responsible for the acts, omissions, outages, price changes, feature changes or discontinuation of any Third-Party Platform. If a platform change materially affects our ability to deliver a service, we will propose a reasonable alternative and agree any changes with you; if no reasonable alternative exists, either party may end the affected service without penalty beyond sums due for work already delivered.

15. No performance guarantees.

15.1 Digital marketing outcomes depend on factors outside our control, including search engine algorithms, advertising platform behaviour, competitor activity and market conditions. We do not guarantee any particular search ranking, traffic level, lead volume, conversion rate, engagement level, follower count or revenue outcome, and no such guarantee is implied by anything in a Proposal, on our website or in our reporting.

15.2 Estimates, forecasts, projections and "market value" comparisons are illustrative only.

16. Limitation of liability.

16.1 Nothing in the Contract limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot lawfully be limited or excluded.

16.2 Subject to clause 16.1, neither party is liable to the other for any indirect, consequential or special loss, or for loss of profit, loss of business, loss of anticipated savings, loss of data or loss of goodwill, even if advised of the possibility.

16.3 Subject to clause 16.1, our total aggregate liability to you arising in connection with the Contract, whether in contract, tort (including negligence) or otherwise, is limited to the total charges paid by you under the Contract in

the 12 months before the event giving rise to the claim.

16.4 Subject to clause 16.1, we are not liable for loss arising from: content or materials you supplied or approved; your failure to comply with your obligations; hosting, internet, telecoms or power outages; hacking, malware or denial-of-service attacks despite our reasonable security measures; Third-Party Platform failures under clause 14.3; suspension under clause 8.7; or deletion of files after termination in accordance with clause 17.6.

16.5 You will indemnify us against losses, claims and costs arising from claims that materials you supplied infringe a third party's rights, or from your breach of clause 6.4 or of any Service Schedule warranty relating to your content or your use of the services.

16.6 Except as set out in the Contract, all warranties, conditions and terms implied by statute or common law are excluded to the fullest extent permitted by law.

17. Termination and what happens next.

17.1 Either party may terminate a service by notice under clause 4 (subject to clause 9 for minimum-term services).

17.2 Either party may terminate the Contract immediately by written notice if the other: (a) fails to pay any sum due and does not pay within 14 days of a written reminder; (b) commits a material breach which is incapable of remedy, or fails to remedy a remediable material breach within 14 days of written notice; (c) repeatedly breaches the Contract; or (d) becomes insolvent, enters administration or liquidation, makes an arrangement with creditors, or stops or threatens to stop trading.

17.3 Termination does not affect rights and obligations accrued before termination. All unpaid sums for work performed, plus any sums due under clause 9, become immediately payable.

17.4 Clauses intended to survive termination (including clauses 10, 12, 13, 15, 16, this clause 17, 19 and 21) continue in force.

17.5 **Handover.** On request following Full Payment, we will provide reasonable handover assistance, including exporting website files and content, transferring platform accounts where the platform allows, and providing login credentials we hold on your behalf. Handover work beyond 2 hours is chargeable at our ad-hoc rate.

17.6 **Deletion.** Unless we agree otherwise, we may permanently delete website files, backups, content and other data we hold for you 30 days after the Contract ends. It is your responsibility to request an export before then.

18. Force majeure.

18.1 Neither party is liable for delay or failure caused by events beyond its reasonable control. The affected party will notify the other and performance will be extended by the period of delay. If the delay exceeds 60 days, either party may terminate the affected service on 7 days written notice.

19. Case studies and portfolio.

19.1 You agree that we may identify you as a client and showcase the Deliverables (for example, on our website, in proposals and on social media) as part of our portfolio, unless you ask us in writing not to, or your Proposal states otherwise. We will not disclose your confidential information in doing so.

20. Non-solicitation.

20.1 During the Contract and for 6 months afterwards, neither party will solicit for employment or engagement any employee or contractor of the other who was materially involved in the services, without the other's written consent. This does not prevent hiring through general public advertising.

21. General.

21.1 **Entire agreement.** The Contract is the entire agreement between the parties in relation to its subject matter and supersedes all prior discussions and representations. Neither party relies on any statement not set out in the Contract, and neither party has any claim for innocent or negligent misrepresentation based on any statement in it.

21.2 **Variation.** Except as set out in clauses 1.4 and 8.8, no variation of the Contract is effective unless agreed in writing by both parties.

21.3 **Waiver.** A failure or delay in exercising a right is not a waiver of it.

21.4 **Severance.** If any provision is found invalid or unenforceable, it is deemed modified to the minimum extent necessary or, if that is not possible, deleted, and the rest of the Contract remains in force.

21.5 **Assignment.** You may not assign or transfer the Contract without our written consent (not to be unreasonably withheld). We may assign or transfer the Contract on notice to you, and may subcontract under clause 5.3.

21.6 **No partnership or agency.** The Contract does not create a partnership, joint venture or agency between the parties.

21.7 **Third-party rights.** No one other than the parties has any right to enforce the Contract.

21.8 **Rights and remedies.** Rights under the Contract are in addition to rights provided by law.

21.9 **Notices.** Formal notices must be in writing and sent by hand, post or email to the addresses in the Order Form or Proposal (or, for us, to hello@roddy.digital). Notices are deemed received: by hand, on delivery; by first-class post, on the second working day after posting; by email, at 9am on the next working day after sending, provided no bounce-back is received.

22. Governing law and jurisdiction.

22.1 The Contract and any dispute or claim arising out of or in connection with it (including non-contractual disputes) are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

Part B. Service Schedules.

The following schedules apply to the services you buy. Where a schedule conflicts with Part A, the schedule applies to that service.

Schedule 1. Website design and build.

1.1 The scope of the build (pages, features, integrations) is as set out in your Proposal or package description. Anything not listed is out of scope.

1.2 Each milestone (for example, design concepts, development, population) includes up to 3 rounds of revisions under clause 7.1. Approval of a milestone means later changes to that milestone are chargeable.

1.3 We build and test for the current versions of the major browsers (Chrome, Safari, Edge, Firefox) on desktop and mobile. Support for older browsers or unusual devices is out of scope unless agreed.

1.4 You are responsible for the accuracy and legality of website content, including prices, claims, regulatory wording and cookie and privacy notices, whether the content was supplied by you or drafted by us and approved by you.

1.5 Go-live requires your written approval and, where applicable, payment of the final project instalment. Changes requested after go-live are chargeable at the ad-hoc rate or under a support plan.

1.6 Where the site is built on a Third-Party Platform (such as Lovable or Base44), the platform's capabilities and limits apply, and clause 14 applies to the platform account and subscription.

Schedule 2. Hosting, maintenance and website management.

2.1 Where your package includes hosting or website management, we will manage the hosting environment, apply routine updates, monitor uptime and maintain backups as described in your package.

2.2 Hosting is provided through third-party providers and clause 14 applies. We do not guarantee uninterrupted availability. Where a provider offers an uptime commitment, we will pass on the benefit of it so far as we are able.

2.3 Backups are taken as described in your package. Restoration following issues caused by us is free; restoration for other reasons (including issues caused by your changes or third-party failures) is chargeable at the ad-hoc rate.

2.4 Your use of hosting must be lawful and reasonable. You must not use the site for spam, malware, infringing content or anything that risks the performance or reputation of the hosting environment. We may suspend hosting immediately for serious breaches.

2.5 Support is available by email (and Slack where set up) during Business Hours. We respond to hosting and security emergencies as a priority, including outside Business Hours where practicable.

2.6 On termination, clause 17.5 (handover) and clause 17.6 (deletion) apply. Hosting continues to be chargeable until the site is migrated away or taken down.

Schedule 3. Content, SEO and search visibility.

3.1 Content volumes (articles, pages, posts) are as stated in your package. Unused allocations do not roll over unless your Proposal says otherwise.

3.2 You will review and approve content before publication where the approval workflow allows. If you do not respond within 5 working days, we may publish scheduled content to keep the plan on track, and will amend it promptly on request.

3.3 Clause 15 applies: we do not guarantee rankings, traffic or leads. Search engines change their algorithms without notice and results take time.

3.4 We follow search engine guidelines in good faith. We are not responsible for ranking changes caused by algorithm updates, penalties arising from historic work by others, or changes you or third parties make to the site.

Schedule 4. Social media management.

4.1 Posting volumes, platforms and engagement activity are as stated in your package.

4.2 You authorise us to access and post to your social accounts. The platforms' own terms apply, and clause 14 applies to platform changes, restrictions or account actions.

4.3 We will follow your brand guidelines and any approval process agreed with you. You remain responsible for the legality of offers, claims and promotions we are asked to publicise.

4.4 We are not responsible for third-party comments, reviews or user content on your profiles, though community management may be included in your package.

Schedule 5. Paid advertising (PPC and social ads).

5.1 Our charges cover campaign strategy, setup, management and reporting. Media spend is separate, payable by you directly to the advertising platform on your own billing profile unless agreed otherwise in writing.

5.2 You set the media budget. We will not exceed an agreed budget without your approval, but platforms bill for actual delivery and minor variances can occur; platform reporting is the definitive record of spend and clicks.

5.3 Clause 15 applies: we do not guarantee click volumes, costs per click, ad positions, approval of ads by the platform, or results.

5.4 Ad accounts are set up in your name wherever possible, and you retain them when the Contract ends. Where an account is in our name, we will hand over campaign structures and learnings in summary form; proprietary account structures and tooling remain ours under clause 10.3.

Schedule 6. Brand and graphic design.

6.1 The scope of brand and design projects (concepts, deliverables, formats) is as set out in your Proposal. Each stage includes up to 3 rounds of revisions.

6.2 Final artwork is supplied in the formats stated in the Proposal. Working files (for example, editable source files) are included only if the Proposal says so.

6.3 Colours may render differently in print and on screen. You are responsible for proofing before print, and print costs are yours unless the Proposal states otherwise.

6.4 We may decline to produce material that is unlawful, defamatory or offensive.

Schedule 7. AI and automation services.

7.1 AI and automation packages include the setup, integration and configuration described in your package, plus ongoing support where your package includes it.

7.2 AI systems produce output that can be wrong, incomplete or out of date. You are responsible for reviewing AI-generated output before relying on it or publishing it, and for decisions made using it. We do not guarantee the accuracy, completeness or suitability of AI output.

7.3 AI tools and platforms are Third-Party Platforms and clause 14 applies, including to model changes, pricing changes and discontinuation. Ongoing platform subscription costs are yours unless your package states otherwise.

7.4 You are responsible for ensuring your use of AI systems with personal data complies with data protection law, and for any disclosures to your customers that the law requires. We will configure systems in line with your instructions and clause 13.

7.5 Automations depend on the third-party systems they connect. If a connected system changes and breaks an automation, repair work is covered by your support plan where you have one, and otherwise chargeable.

Schedule 8. Growth Bundles.

8.1 Growth Bundles (currently Kickstart, Accelerate and Launch Pad) are fully managed monthly packages combining a website build with ongoing content, search visibility, reporting and related services as described on our website at the point of order.

8.2 The website build, with the Build Value stated at the point of order, is delivered within approximately the first 30 days, subject to you providing content, feedback and approvals promptly under clause 6.

8.3 The 12-month Initial Term, 60-day notice period, early exit fee and IP transfer rules in clauses 4, 9 and 10 apply.

8.4 Monthly allocations (articles, posts, updates) are as published for your package at the point of order and do not roll over unless stated.

8.5 The Year 2 monthly price for your package is as published at the point of order and applies from month 13 unless we agree otherwise.

Schedule 9. Client portal.

9.1 Where we provide access to our client portal, you may use it only for managing your projects and services with us, and you are responsible for keeping login credentials secure and for the actions of your users.

9.2 Approvals given through the portal (for example, approving designs or content) count as written approval for the purposes of the Contract.

9.3 The portal is provided as-is as a convenience; we may change or withdraw features, and portal availability is not a contractual service level.

Accepting these terms.

Online purchase: ticking the acceptance box at checkout forms the Contract under clause 3.1.

Proposal route: reply to the proposal email confirming you wish to go ahead and that you accept these terms at rodgy.digital/terms, or sign below.

Signed for and on behalf of the client:

Name: _____

Position: _____

Company: _____

Date: _____

Signature: _____

Roddy Digital Ltd. Company number 13155033. VAT number GB 387 135 866. 11-13 Penhill Road, Pontcanna, Cardiff, CF11 9PQ. hello@rodgy.digital. 07949 255 400. rodgy.digital.

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