

The Design Space

Terms & conditions

The Design Space – Terms & Conditions 2025

1. Project Scope

All projects begin with a clearly defined scope of work agreed in writing or by email.

Any additional tasks, new functionality, or design changes requested after the project has started may be quoted separately and could affect the overall timeline.

2. Timelines

We work to agreed schedules to keep every project running smoothly.

Timelines depend on prompt feedback, supply of materials, and approvals.

Delays in client feedback or content delivery may result in an adjusted completion date.

3. Payments

Full payment is required before any project begins.

This secures your start date and confirms the booking.

Work will not commence until payment has cleared.

Payments are non-refundable, as time and resources are allocated once a project is confirmed.

No design, files, or website will be transferred or launched until the project has been paid for in full.

4. Revisions & Feedback

Each project includes up to two rounds of revisions unless you've included it in your quote.

Any further revisions, new ideas, or feature changes will be billed separately.

All feedback should be submitted in writing (email is fine) to ensure clarity and record-keeping.

5. Ownership & Copyright

All materials, images, and content provided by the client remain the client's property.

The designer retains copyright over any original designs, code, or creative work until full payment is made.

Once paid in full, the client is granted a non-exclusive licence to use the final work for its intended purpose.

The designer reserves the right to display completed work in portfolios, marketing materials, or online galleries.

6. Hosting, Domains & Maintenance

Clients are responsible for their own domain name, hosting, and email accounts, unless otherwise agreed in writing.

Ongoing maintenance (such as updates, edits, or SEO refreshes) can be managed under a monthly support plan or billed hourly as needed.

7. Security & Backups

While every effort is made to maintain a secure and stable website, no system is entirely immune to risk.

We recommend an annual security plugin (£150/year) for protection and regular backups.

We will help restore a hacked or damaged website where possible; however, a redesign fee may apply if a full rebuild is required.

8. Mobile & Browser Compatibility

All websites are tested across major browsers and devices.

Some design adjustments may occur between desktop and mobile versions to ensure usability and performance.

9. Liability

The designer will not be held responsible for:

- Loss of business, income, or data due to downtime, hosting errors, or third-party failures
- Changes made by the client or third parties that affect design, layout, or functionality
- SEO ranking performance or fluctuations caused by algorithm updates or external factors

10. Termination

Either party may terminate the agreement with written notice.

If the client cancels the project after payment and work has begun, no refund will be issued.

If the designer cancels due to unforeseen circumstances, a full refund for incomplete work will be provided.

11. Confidentiality

All client information, project details, and materials will be treated as confidential and will not be shared with any third party without consent.

12. Communication

Project communication will primarily be via email.

We aim to respond to all queries within 48 hours during standard business hours (Monday–Friday, 9 am–5 pm).

For urgent matters, please mark your message clearly and we'll do our best to prioritise it.

13. Content Supply & Responsibilities

All text, imagery, and materials should be supplied by the client unless otherwise stated.

Delays in providing content may affect the project timeline.

If content creation (copywriting, photography, or stock imagery) is required, this will be quoted separately.

The client is responsible for ensuring that all supplied content is free from copyright infringement.

14. Third-Party Integrations & Plugins

Where third-party tools, plugins, or software are used (e.g., booking systems, payment gateways, analytics), responsibility for licensing and renewals remains with the client unless agreed otherwise.

The designer is not liable for updates, outages, or incompatibility caused by third-party providers after project completion.

15. Training & Handover

If the client will be managing the website independently, basic training and login details will be provided at launch. It is the client's responsibility to maintain plugins, backups, and software updates thereafter unless on a maintenance plan.

16. Data Protection & Privacy

The designer will handle all client information in accordance with UK GDPR standards.

If a website collects or processes personal data (e.g., contact forms, newsletter sign-ups, or analytics), the client is responsible for ensuring compliance with UK data protection laws and providing an appropriate privacy policy.

17. Portfolio & Credits

Unless otherwise agreed, the designer may include a small, discreet credit link (e.g., "Website by The Design Space") in the footer of the website.

This credit may be removed for a small additional fee if requested before launch.

18. Force Majeure

The designer is not liable for any delay or failure to perform resulting from events beyond reasonable control — including but not limited to illness, power outages, hosting server failure, natural disasters, or major internet disruptions.

19. Acceptance

By confirming a booking or making payment, the client agrees to these Terms & Conditions in full.

Charlotte Thomas