BUILD AGREEMENT

Version 2
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Not VAT registered

> This agreement goes with every website quote from TTJ Systems Ltd. Accepting a quote accepts the version of this agreement the quote names.

1. Who this is between

Us: TTJ Systems Ltd ("TTJ", "we", "I")
You: the client named on the quote ("the Client")

This agreement goes with a written quote. The quote names you, the work, the price and the version of this agreement it uses, and accepting the quote accepts this agreement (section 13).

2. What we're building

The work is exactly what's written in the quote: the type of build, what's included, the agreed price (TTJ is not VAT registered, so no VAT is added), the timescale and anything else it sets out. The quote forms part of this agreement.

Anything not written in the quote is not included. That isn't us being awkward — it's so neither of us is guessing later.

3. What you pay, and when

Nothing is due before you accept the quote. You will have seen a written quote with a fixed price on it before you commit to anything.

STAGE	INVOICED	AMOUNT	DUE
Stage 1 · Deposit	When you accept the quote	10%	7 days from the invoice
Stage 2 · Transferred + domain linked	When the site is in your name and live on your web address	45%	7 days from the invoice
Stage 3 · Final	On completion and handover	45%	On completion and handover

Each stage is invoiced only once the one before it has been paid.

How you can pay. Bank transfer to the account on the invoice (preferred), cash with a receipt, or cryptocurrency by arrangement, with the amount fixed in pounds on the invoice. There's no surcharge on any of them. We don't take card payments.

Your running costs are your own. You pay your domain name and hosting direct, in your own name, not through us (section 7a).

Late payment. If an invoice isn't paid when it's due, work pauses until it is, and handover waits until everything due has been paid. For a business client, statutory interest may also be charged under the Late Payment of Commercial Debts (Interest) Act 1998.

The site is not yours until the final payment clears. See section 7.

4. What we do

- Design, build and test the site described in the quote
- Keep you informed while the work is on — you will not be left wondering
- Give you a working version to click through while we build
- Set it live on your domain, in the accounts you opened, before you're asked for stage 2
- Show you how to run each account, and confirm what our developer access covers
- Fix anything that doesn't work as described in the quote, free, for **30 days** after handover

5. What you do

The single biggest cause of a late website is waiting on the client. So:

- Supply photographs, text, logos and any account details we need
- Reply to questions and sign-offs **within 5 working days**
- Buy and pay for the domain name in your own name
- Confirm that anything you send us is yours to use, and cover us if it isn't (see section 9)

If we don't hear from you for 30 days, we may treat the project as paused. Restarting after a pause may be re-quoted, because we will have taken other work.

6. Changes

Two rounds of changes are included. You send what you'd like changed, all together; we make the changes and send the link back. That's one round. Changes means adjusting what's in the quote — different photos, different wording, different colours.

More rounds are quoted separately, in writing, before any work on them starts.

Anything that adds to the scope — extra pages, extra features, a different design direction — is a change of scope. We will price it in writing and you decide before any work starts. **We will never do extra work and then invoice you for it.**

Small changes after handover, outside a maintenance plan, are charged at **£45 per hour**, quoted before we start.

7. Who owns what

When the final payment clears, ownership of the finished website passes to you: the code, the design, the content we wrote for it. The accounts were yours from the start, so there are no passwords to hand over. You can take it to another developer whenever you like and they can pick it up.

Until the final payment clears, the work remains ours.

We keep the right to reuse our own underlying tools, techniques, libraries and general know-how on other projects. That is not your content and never includes anything specific to your business.

Portfolio. We may show the finished site, and name you as a client, in our own portfolio and marketing. Tell us in writing if you'd rather we didn't.

Credit. The price agreed assumes a small "Site by TTJ Systems" line stays in the site footer, linking to our website. If you'd rather it wasn't there, say so before you accept the quote and removing it will be priced on the quote.

7a. Running costs are yours, not ours

Our fee covers design, build, launch and handover. It does not cover the cost of keeping the website on the internet.

You open the accounts in your business's name — domain registrar, hosting, GitHub and, for a shop, Stripe. We guide you through each one. Stripe in particular has to be opened by you, because it verifies the account holder's identity. You then invite us in as a developer where we need access, and you can remove us at any time without affecting the site. Nothing is held in a TTJ Systems account.

WHAT	WHO PAYS	ROUGHLY
Domain name	You, direct to the registrar	£12 a year
Hosting, standard site	You — usually £0	Free tier
Hosting above the free tier	You, direct to the host	Charged by usage
Card payments on a shop	You, direct to Stripe	~1.5% + 20p per transaction

If your traffic or sales volume grows past what a free plan allows, the provider charges for the overage and **that cost is yours**. We will tell you before that happens where we can see it coming. We never place your running costs on our own card and invoice you for them.

Collaborator access. At handover we will ask to remain a collaborator on your hosting account and repository, so that changes you request can be made without passwords being emailed about. This is optional, costs you nothing, and you may revoke it at any time from your own account without affecting the site. Work done under that access is chargeable unless covered by a maintenance plan.

8. Things outside our control

We build on third-party services — hosting, payment processors, domain registrars, Google. We'll choose sensible ones and set them up properly, but we are not responsible for their outages, price changes, or decisions.

We do not guarantee search rankings, traffic or sales. We'll build the site so it can be found and follow current good practice. Nobody honest promises a position on Google, because nobody controls it.

9. Content you give us

You confirm that photographs, logos, text and anything else you supply are yours to use or properly licensed. If a third party makes a claim against us because of something you supplied, you agree to cover our reasonable costs.

We will not knowingly include anything unlawful, and may decline work that we think is.

10. Cancelling

You may cancel at any time in writing. **The deposit is non-refundable once work has started.** Work done beyond what you've already paid for is billed pro rata: the share of the agreed price that the work done represents. Once that's paid, we hand over what exists.

If you're buying as a consumer, outside any business you run, you also have 14 days from accepting the quote to cancel without giving a reason (our terms of service, section 4). If you asked us to start within those 14 days, you pay only for the work done up to the point you cancel.

We may cancel if payment is more than 30 days overdue, if you don't respond for 30 days, or if the work becomes something we can't reasonably deliver. If we cancel for a reason that isn't your fault, we refund anything paid for work not done.

11. Limits on what we're liable for

We'll do the work with reasonable care and skill, as required by the Consumer Rights Act 2015 where it applies.

Except for death or personal injury caused by our negligence, fraud, or anything else that cannot lawfully be limited:

- **Our total liability is capped at the total fees you have paid us for this project.**
- We are not liable for lost profits, lost business, lost data, or lost opportunity.

You should keep your own backups of anything you supply.

12. General

- **Law.** This agreement is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.
- **Whole agreement.** This document and the quote are the whole agreement. Anything said in conversation that isn't in here isn't part of it.
- **Changes.** Any change to this agreement must be in writing and agreed by both of us. A new version of this document applies only to quotes accepted under it; yours stays as the version named on your quote.
- **Severability.** If any clause turns out to be unenforceable, the rest stands.

13. Accepting

You accept this agreement when you accept the quote: online, by ticking "I have read and agree to the Build Agreement" and signing on the quote's page, or by signing the quote on paper. The version of this agreement you accepted, and a fingerprint of the exact file (its SHA-256), are kept with your acceptance and shown on the quote, so neither of us can be unsure which words were agreed.

TTJ Systems Ltd accepts it by issuing the quote.