

# SCHEDULE A — WEBSITE PROJECT TERMS

TERMS, CONDITIONS & POLICIES

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INNER MEDIA LIMITED · COMPANY NO. 04818830

SOPERS HOUSE, SOPERS RD, CUFFLEY, POTTERS BAR EN6 4RY

01707 875 721 · INNERMEDIA.CO.UK

## Website Design, Development &amp; Hosting — Service Terms and Conditions

These terms form part of the InnerMedia Master Terms & Conditions. In the event of any inconsistency between this Schedule and the Master Terms, this Schedule shall prevail in relation to website services.

## 1. SCOPE OF SCHEDULE A

1.1 This Schedule governs the provision of website design, development, hosting, maintenance and related services by the Supplier to the Client as specified in the Project Plan (Schedule B).

1.2 The services provided are detailed in the Quote

## 2. DEFINITIONS

In addition to the definitions in the Master Terms, the following apply in this Schedule:

TERM	DEFINITION
Acceptance	Formal acceptance or deemed acceptance of the Site under clause 5.
Acceptance Tests	The tests described in clause 5 and the Project Plan.
CMS	The Supplier's content management system used to manage the Site.
Phase	A key stage of the Project as identified in the Project Plan.
Project Hold	A suspension of the Project invoked under clause 7.
Re-initiation Fee	The fee payable to restart a Project following a Project Hold, fixed at £2,000 + VAT.
Snagging Round	A structured review and correction cycle as defined in clause 6.
Site	The website to be developed under this Schedule at the agreed domain name(s).
Site Specification	The functional and design specification set out in the Project Plan.

### 3. CLIENT RESPONSIBILITIES FOR WEBSITE PROJECTS

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3.1 The Client's timely participation is essential to maintaining the Project schedule. The Client shall:

- Attend all scheduled meetings and workshops within the timescales set out in the Project Plan;
- Provide all content, images, copy, brand assets and other Materials on or before the dates stated in the Project Plan;
- Provide a single authorised point of contact with decision-making authority for design and content approvals;
- Respond to design sign-off requests, snagging reviews and acceptance notifications within the timescales specified in the Project Plan;
- Ensure that all stakeholders who need to approve the Site are made available during the designated review periods.

3.2 Time is of the essence in relation to the Client's obligations in clause 3.1. Where the Client fails to meet its obligations, the Supplier may invoke the Project Hold provisions in clause 7.

### 4. DEVELOPMENT PHASES

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4.1 The Supplier shall design, develop and deliver the Site in Phases as set out in the Project Plan. Standard Phases include:

- Phase 1 — Brand Workshop, Wireframe Development & Page Navigation (requires Client sign-off);
- Phase 2 — Visual Design (UX/UI), including Home Page, Inner Pages, Mobile, Menu and Alerts (requires Client sign-off);
- Phase 3 — Website Build, Internal QA Checks, and 1st View (Home, Inner Pages, Navigation, Sample Page);
- Phase 4 — Snagging Rounds (see clause 6), Content Population, and Go Live Process.

4.2 Once designs are signed off, the Supplier will provide an updated go-live timeline, typically nine (9) weeks from design sign-off. This timeline is conditional on the Client meeting its obligations in clause 3.

### 5. ACCEPTANCE

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5.1 Acceptance of the Site shall occur when the Client notifies the Supplier in writing that the Site has passed the Acceptance Tests as described in the Project Plan.

5.2 Acceptance shall be deemed to have taken place (even in the absence of formal Client sign-off) upon the earliest of:

- The Client using any part of the Site for live, revenue-earning or public-facing purposes;
- The Client unreasonably delaying the commencement of Acceptance Tests by more than seven (7) Business Days after the Supplier notifies readiness; or
- Fourteen (14) days elapsing from the Client's request for the Site to go live.

5.3 If any failure to pass the Acceptance Tests is caused by a Non-Supplier Defect (i.e. caused by the Client, its agents, or third-party content), the Site shall be deemed to have passed. The Supplier may remedy such defects at its standard day rate.

## 6. SNAGGING PROCESS

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The Project includes two structured Snagging Rounds. These are the only

included correction cycles. Additional reviews or work beyond these two

rounds are chargeable at £750 per day + VAT.

6.1 Snagging Round 1 — Project Lead Review. Following the 1st View of the built Site, the Client's nominated Project Lead shall review the Site and submit a consolidated list of required corrections. The Supplier will address all valid technical and design issues raised.

6.2 Snagging Round 2 — Stakeholder Sign-Off. Following completion of Round 1 corrections, the Client may circulate the Site to its wider stakeholders (e.g. leadership team, board, marketing team) for final review. A consolidated list of corrections shall be submitted to the Supplier. The Supplier will address all valid issues and prepare the Site for go live.

6.3 Both Snagging Rounds must be conducted within the timescales set out in the Project Plan. Where the Client exceeds these timescales, the Project Hold provisions in clause 7 may apply.

6.4 Snagging corrections must be submitted as a single consolidated document per round. The Supplier is not obliged to action piecemeal or sequential lists between submission dates.

6.5 Any request for a third snagging review, additional design changes after Round 2 sign-off, or scope changes after design sign-off shall be treated as a change to the Project scope and will be charged at the Supplier's day rate of £750 + VAT per day.

## 7. PROJECT HOLD AND RE-INITIATION

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Where Client delays prevent reasonable progress, the Supplier may place the Project on hold, invoice for remaining project fees, and commence hosting charges. Restarting the project incurs a Re-initiation Fee of £2,000 + VAT.

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7.1 The Supplier may place the Project on hold (Project Hold) if the Client fails to:

- Provide required Materials, approvals or sign-offs within Thirty (30) Business Days of the date specified in the Project Plan;
- Provide materials and respond to a formal written reminder from the Supplier, requesting action to progress, within a further five (5) Business Days; or
- Meet any other deadline identified in the Project Plan as a Client dependency.

7.2 Before invoking a Project Hold, the Supplier shall send a written notice to the Client's nominated contact (copied to a Director or equivalent) stating the specific outstanding obligation(s), the deadline for compliance, and the consequences of non-compliance.

7.3 If the Client fails to remedy the default within the notice period, the Supplier may:

- Formally place the Project on hold by written notice;
- Invoice the Client for all remaining project instalments as set out in the Project Plan (which shall become immediately due and payable as a legitimate cost incurred by the Supplier in reserving capacity);
- Commence the monthly hosting and SLA charges as set out in this Schedule, as the Supplier will be holding the part-built Site and associated resources on behalf of the Client; and
- Release the Project slot in the Supplier's workflow for reallocation to other clients.

7.4 The Site and all work completed to date will be preserved by the Supplier for a period of twelve (12) months from the Project Hold date.

7.5 To restart a Project following a Project Hold, the Client must:

- Pay all outstanding invoices in full (including any invoices issued under clause 7.3);
- Pay the Re-initiation Fee of £1250 + VAT; and
- Confirm in writing its readiness to meet all future Project Plan obligations.

7.6 On receipt of the above, the Supplier will allocate the Project to the nearest available slot in its workflow and provide a revised Project Plan. Due to scheduling constraints, the Supplier cannot guarantee any specific restart date.

7.7 If the Client does not restart the Project within twelve (12) months of the Project Hold date, the Supplier may treat the Agreement as terminated by the Client for convenience. All invoices issued under clause 7.3 shall remain payable. The Supplier shall retain all completed work but is under no obligation to deliver it.

## 8. HOSTING AND ONGOING SERVICES

8.1 Following Go Live (or the commencement of hosting under clause 7.3), the Client shall pay the monthly ongoing charges set out in this Schedule, payable by direct debit monthly in advance or annually in advance (September to August).

8.2 Monthly ongoing services may include (as specified in the Quotation): website hosting, service level agreement (SLA) support, SSL certificate, speed accelerator, GDPR policy management, and CMS group management.

8.3 Hosting services are subject to Schedule C (SLA), which sets out the Supplier's service level commitments and escalation procedures.

## 9. CHARGES AND PAYMENT

9.1 Project payments shall be made in instalments as set out in the Project Plan, due on the earlier of the specified milestone date or the number of weeks from the Effective Date stated in the Project Plan:

PAYMENT PHASE	AMOUNT / TIMING
Phase 1 Deposit	50% — Due at project start
Phase 2 — Design Sign-Off	25% — Due on design sign-off or 8 weeks from Effective Date (whichever is sooner)
Phase 3 — 1st Build View	15% — Due on 1st website build view or 12 weeks from Effective Date (whichever is sooner)
Phase 4 — Go Live Sign-Off	10% — Due on go live

9.2 For Project Extras, separate payment terms are set out in the relevant Change Request.

9.3 The Supplier reserves the right to adjust payment schedules if the Client causes delays that affect the Project Plan timetable.

## 10. INTELLECTUAL PROPERTY

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10.1 Subject to payment of all Charges, the Supplier shall assign to the Client all bespoke IPR in the Site design and content upon the Go Live Date.

10.2 The Supplier retains all IPR in its pre-built CMS, proprietary frameworks, templates and tooling. These are licensed (not assigned) to the Client on the terms of the Master Agreement.

10.3 On termination: due to the competitive sensitivity of the Supplier's modified CMS, it cannot be transferred to a direct competitor. If the Client migrates to a direct competitor, the Supplier will provide a quotation to produce a portable version of the Site with proprietary components removed.

## 11. WARRANTY

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11.1 The Supplier warrants that the Site will perform materially in accordance with the Site Specification for twelve (12) months from Acceptance. Defects must be reported in writing within thirty (30) days of discovery. The Supplier shall remedy confirmed defects at no charge within a reasonable period.

11.2 This warranty does not apply to defects caused by: Client-supplied content; unauthorised modifications; third-party plugins; or failure to follow the Supplier's guidance.

## 12. ATTRIBUTION

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12.1 The Supplier may include a discreet link to the Supplier's website (e.g. 'Website by InnerMedia') in the footer of the Site during the build and design phase. The Client may request removal of this link at any time.