

## THINKOFIT DEVELOPMENT LAB

# Terms of Service Agreement

Web Design, Development, Content Standards, Payment Terms and Data Protection

<b>Quote validity</b>	24 hours from issue unless extended by Thinkofit Ltd Development LAB in writing.
<b>Deposit</b>	50% of the total quoted project fee is payable at the initial design and development stage.
<b>Final balance</b>	The remaining 50% is due no later than 48 hours before project conclusion, launch, transfer, or handover.
<b>Right to suspend</b>	Thinkofit Ltd Development LAB may restrict launch, delivery, access, files, credentials, or transfer until cleared payment is received in full.
<b>Right to refuse or withdraw</b>	Thinkofit Ltd Development LAB may retract a quotation or refuse a project where payment deadlines lapse or the project involves unlawful, discriminatory, unsafe, harmful, or unethical content or use.

## 1. Definitions and interpretation

In these Terms, “Thinkofit Ltd Development LAB”, “we”, “us” and “our” mean Thinkofit Ltd Development LAB. “Client”, “you” and “your” mean the person, company, charity, partnership, school, public body or other organisation purchasing services from Thinkofit Ltd Development LAB.

“Services” means any quotation, discovery work, strategy, user experience design, web design, web development, hosting configuration, integrations, testing, content implementation, deployment support, maintenance, optimisation, training, consultation or related deliverables supplied by us.

“Project conclusion” means the earlier of: planned launch date, final handover date, completion of the agreed deliverables, transfer of website files or credentials, or any milestone designated by Thinkofit Ltd Development LAB in the quotation or statement of work as the completion point.

## 2. Acceptance of these Terms

These Terms apply to all services supplied by Thinkofit Ltd unless stated otherwise and are replaced by a signed master services agreement or other written contract executed by both parties.

A quotation is deemed accepted when the client confirms acceptance in writing, pays the required deposit, instructs Thinkofit Ltd Development LAB to commence work, or otherwise behaves in a manner consistent with acceptance of the quoted services.

## 3. Quotations and validity period

All quotations issued by [Thinkofit Ltd Development LAB](#) remain valid for 24 hours from the time of issue unless a exception or different period is expressly stated in writing.

Thinkofit Ltd may retract, amend or withdraw any quotation after the 24-hour validity period expires without liability to the client.

No booking of design or development capacity is guaranteed until the quotation has been accepted and the required deposit has cleared in full.

## 4. Deposit and payment terms

A deposit equal to 50% of the total quoted project fee is required at the initial design and development phase. The deposit secures project capacity and forms part-payment of the total project fee. Thinkofit is not obliged to schedule, begin or continue work until the deposit has been received as cleared funds.

Once a client accepts a project quotation, the agreed 50% deposit must be paid within 24 hours of acceptance unless Thinkofit agrees a different timetable in writing.

The remaining 50% of the quoted project fee is due no later than 48 hours before project conclusion. Time for payment is of the essence.

Where the final balance is not received by the required deadline, Thinkofit may suspend or delay launch, withhold deliverables, refuse transfer, retain control of hosting or administrative access, pause deployment, or otherwise restrict access to the completed project until all outstanding sums have been paid in full and cleared.

Unless stated otherwise, all prices are exclusive of third-party fees, paid media, stock assets, domain name costs, hosting subscriptions, software licences, application programming interface charges, and taxes or VAT where applicable.

## 5. Client responsibilities

The client must provide timely access to information, branding assets, copy, credentials, feedback, approvals and all materials reasonably required for Thinkofit Ltd Development LAB to perform the services requested by the client.

The client warrants that all materials, instructions and content supplied to Thinkofit Ltd Development LAB are accurate, lawful, non-infringing, and suitable for publication and processing.

The client is responsible for obtaining all necessary rights, consents, permissions, notices and lawful bases for any personal data, images, videos, customer records, testimonials, mailing lists, cookies, contact forms or third-party materials used within the project.

## 6. Lawful use, content standards and prohibited projects

Thinkofit Ltd Development LAB will not design, develop, host, publish, optimise or otherwise support a website, landing page, campaign, funnel, database, integration or digital product where we reasonably believe the intended use, content, features or functionality may be unlawful, unsafe, discriminatory, exploitative, extremist, harassing, deceptive, reputationally harmful, or otherwise unethical.

Prohibited or restricted instructions include, without limitation: illegal collection or misuse of personal data; tracking, scraping or profiling without a lawful basis; unlawful direct marketing; exploitative or unsafe child-related material; explicit or inappropriate content that may be unlawful; deceptive claims; hateful or discriminatory messaging; tools intended for unauthorised access, fraud, evasion, harassment, abuse, or online harm; or requests that would require Thinkofit Ltd Development LAB to breach any applicable legislation, regulatory guidance or professional ethical standard.

Thinkofit Ltd Development LAB may refuse or terminate work where the client requests content or functionality that appears to conflict with the Data Protection Act 2018, the UK GDPR, the Privacy and Electronic Communications Regulations 2003, the Online Safety Act 2023, the Equality Act 2010, the

Protection of Children Act 1978, the Communications Act 2003, the Computer Misuse Act 1990, the Protection from Harassment Act 1997, or any other applicable law or safeguarding obligation.

Thinkofit Ltd Development LAB may also refuse or withdraw from any engagement where the client uses prejudicial, discriminatory, racist, islamophobic, antisemitic, misogynistic, homophobic, transphobic, abusive or harassing rhetoric toward Thinkofit Ltd Development LAB staff, associates, contractors, participants or users, or where such rhetoric appears on the client website or in associated project materials.

## 7. Right to retract, refuse, pause or withdraw services

Thinkofit Ltd Development LAB may retract a quotation, refuse to onboard, pause work, suspend services or withdraw an offer of service immediately where: (a) the quotation validity period has lapsed without acceptance; (b) the client fails to pay the agreed deposit within 24 hours of accepting the quote; (c) the client requests unlawful, unethical, unsafe or prohibited content or functionality; (d) the client provides misleading, incomplete or materially false information; (e) the client behaves abusively or discriminatorily; or (f) continuing the project would expose Thinkofit Ltd Development LAB to legal, safeguarding, regulatory, security or reputational risk.

Where Thinkofit Ltd Development LAB exercises this right before substantive work begins, we may cancel the booking and release the reserved capacity. If the client is at fault, the deposit may be retained to cover administrative time, reserved capacity, and non-recoverable costs. Where work has already begun, Thinkofit may stop all activity and invoice for work completed, time reserved, third-party costs committed, and any non-recoverable expenditure.

## 8. Restriction, retention and suspension for non-payment

If the client fails to pay any outstanding balance by the agreed deadline, Thinkofit Ltd Development LAB may retain control of the website environment, code repository, design files, staging environment, domain connection, launch credentials, content management system access, analytics access, plugin licences, administrator accounts, or other project components until all overdue sums are settled in full.

Thinkofit is not required to publish, release, migrate, transfer, assign, connect a domain, or provide final credentials or source files until the final balance has been paid and cleared.

Any delay to launch, conclusion or delivery caused by the client's non-payment will not be treated as a breach by Thinkofit Ltd Development LAB and may result in revised timelines or additional fees.

## 9. Data protection and privacy

Each party shall comply with applicable data protection law, including the Data Protection Act 2018 and the UK GDPR, in relation to any personal data processed during the project. The client remains responsible for determining the lawfulness of the data they provide to Thinkofit Ltd Development LAB and for ensuring that appropriate privacy information, lawful bases, consents and retention practices are in place.

Where Thinkofit Ltd Development LAB processes personal data on the client's behalf as part of the services, the client instructs Thinkofit Ltd Development LAB only to process such data to the extent necessary for delivery of the agreed services. Thinkofit Ltd Development LAB may use appropriate technical and organisational measures proportionate to the nature of the work, but the client acknowledges that no online system is completely risk-free.

The client must not instruct Thinkofit Ltd Development LAB to collect or deploy cookies, mailing lists, CRM automations, forms, lead magnets, behavioural tracking, or direct electronic marketing in a manner that would breach applicable privacy or electronic communications law.

## 10. Intellectual property and delivery

All concepts, proposals, methodologies, know-how, frameworks, code snippets, systems, documentation, templates and working files created or used by Thinkofit Ltd Development LAB prior to full payment remain the property of Thinkofit Ltd Development LAB unless otherwise agreed in writing.

Subject to full payment of all invoices due, Thinkofit Ltd Development LAB grants the client a non-exclusive right to use the final deliverables for the client's own lawful business purposes. Third-party components remain subject to their own licence terms.

Thinkofit Ltd Development LAB may display non-confidential completed work in its portfolio, proposals, tenders, social channels and business development materials unless the parties agree otherwise in writing.

## 11. Timelines, delays and change requests

Project timelines are estimates unless expressly stated to be fixed. Delays caused by late approvals, missing content, late feedback, scope changes, third-party outages, or non-payment may result in revised delivery dates.

Any material change to agreed scope, features, content quantity, integrations or compliance requirements may require a revised quotation, revised timetable or additional fees.

## 12. Limitation of liability

Thinkofit Ltd Development LAB will exercise reasonable skill and care in providing the services. However, to the fullest extent permitted by law, Thinkofit Ltd Development LAB shall not be liable for indirect or consequential loss, loss of profit, loss of goodwill, business interruption, data loss caused by third-party services, or loss arising from the client's unlawful instructions, misleading information or misuse of the finished website.

Nothing in these Terms excludes liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.

## 13. Termination

Either party may terminate the project in writing if the other commits a material breach and, where the breach is capable of remedy, fails to remedy it within a reasonable period specified in the notice.

Thinkofit Ltd Development LAB may terminate immediately where the client requests unlawful or prohibited content or functions, behaves abusively or discriminatorily, fails to pay sums due, or otherwise exposes Thinkofit Ltd Development LAB to unacceptable legal, safeguarding or reputational risk.

On termination, all unpaid fees for work completed, time reserved, committed third-party costs and reimbursable expenses shall become immediately due. Where Thinkofit terminates for reasons caused by the client, any deposit already paid may be retained and set off against sums properly due.

## 14. Governing law and jurisdiction

These Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the law of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction unless Thinkofit elects an alternative lawful dispute resolution method in writing.

## Schedule A – Legislation and compliance references

This schedule is included to support internal business governance and client transparency. It is not a substitute for following legal and ethical practice.

Legislation / regulation	Relevance to these Terms
<b>Data Protection Act 2018 and UK GDPR</b>	Supports lawful processing of personal data, privacy notices, data minimisation, security and accountability for contact forms, analytics, mailing lists, CRM data and hosted content.
<b>Privacy and Electronic Communications Regulations 2003</b>	Relevant where a client asks Thinkofit to implement cookies, tracking technologies, email sign-up forms, CRM automations or direct marketing functionality.
<b>Online Safety Act 2023</b>	Relevant where online services, user-generated content, platform features or harmful content risk may arise, especially where a proposed site could facilitate online harm.
<b>Equality Act 2010</b>	Relevant to Thinkofit's zero-tolerance position on discriminatory conduct, hate content and prejudicial treatment linked to protected characteristics.
<b>Protection of Children Act 1978 and safeguarding duties</b>	Relevant where content, imagery or digital functionality could place children at risk or involve unlawful child-related material.
<b>Communications Act 2003 and Protection from Harassment Act 1997</b>	Relevant to grossly offensive, abusive, threatening or harassing communications and client conduct.
<b>Computer Misuse Act 1990</b>	Relevant to any request for unauthorised access, malicious code, exploitative tools, credential misuse, evasion, tampering or unlawful modification of computer systems.

### Acceptance record (optional signature block)

Client acceptance should normally be captured by signed quotation, email confirmation, invoice payment, or a signed services agreement. This signature block may be used where a countersigned copy is also required.

<b>Client / organisation</b>	
<b>Authorised signatory</b>	
<b>Signature</b>	
<b>Date</b>	

Prepared for on behalf of Thinkofit Ltd Development LAB which is a trading name of Thinkofit Ltd