MASTER WEB DEVELOPMENT & HOSTING AGREEMENT

Provider: SHIFT. Premium Web Design & Development
Effective Date: [Date]
Client: [Client Name]

1. SERVICES RENDERED & PRICING

SHIFT. provides premium web design, development, and engineering services. The Client agrees to the following structure:

- **Full Website Build / Redesign:** £300.00 GBP (One-time payment).
- **Annual Hosting & Domain Renewal:** £100.00 GBP (Billed yearly). This baseline fee is required to keep the website online and the domain registered. It applies strictly to clients who purchase a one-time build but decline the monthly Priority Support subscription.
- **The All-Inclusive Guarantee:** For clients actively enrolled in the Priority Support plan, all hosting, server maintenance, and annual domain renewal fees are 100% covered by the monthly subscription.
- **Ad-hoc Edit Fee:** For clients who have not subscribed to the monthly Priority Support, any requests for website edits, content updates, or technical adjustments will be subject to a £100.00 GBP Service Fee per request.

2. OWNERSHIP OF INTELLECTUAL PROPERTY & CODE

All source code, design assets, and digital architecture developed by SHIFT. remain the exclusive, permanent property of SHIFT. The Client is granted a license to use the website or web app while in good standing. Under no circumstances will source code, design files, or full website ownership be transferred, sold, or released to the Client.

3. OPTIONAL HOSTING & MAINTENANCE SUBSCRIPTION

Clients who purchase a one-time build may opt into a Priority Support monthly subscription for premium hosting, maintenance, and Priority Support.

4. PAYMENT TERMS & DEFAULT

- **Applicability:** These default terms apply to any outstanding invoices, including One-time Build Fees, Ad-hoc Edit Fees, and Annual Hosting/Domain Renewals. Invoices are issued via an Automated Reminder system seven (7) days prior to the formal due date.
- **Late Payments:** Payments not received within 3 business days of the due date are considered in default.
- **Service Suspension:** SHIFT. reserves the right to take the website offline immediately during a default of any required hosting. Service is restored once the balance is cleared.

- **Data Retention:** If a default remains uncured for more than 30 days, SHIFT. reserves the right to permanently delete the site data and release the domain.

5. STANDARD TERMS & CONDITIONS

- **A. Limitation of Liability:** SHIFT. shall not be held liable for any indirect, incidental, or consequential damages, including lost profits or business interruptions, arising from the use or inability to use the developed website or application. SHIFT.'s total liability under this agreement shall not exceed the total amount paid by the Client to SHIFT. in the three (3) months preceding the claim.
- **B. Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising from this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- **C. Client Delays:** Project timelines and queue velocity are dependent on prompt feedback and asset delivery from the Client. SHIFT. is not responsible for development delays caused by the Client's failure to provide required information, branding assets, or third-party account access.
- **D. Warranties & Third-Party Services:** While SHIFT. adheres to premium engineering standards, software is provided 'as is'. SHIFT. cannot guarantee that the code will be entirely error-free or immune to future disruptions caused by third-party API updates, browser updates, or external plugin deprecations.
- **E. Data Protection (GDPR):** Both parties agree to comply with applicable UK data protection legislation.