

Terms & Conditions

Bluestone Design Group Ltd (Trading as Bluestone98)

These Terms and Conditions govern all services provided by Bluestone Design Group Ltd (“Bluestone98”, “we”, “our”, “us”) to the client (“you”, “your”) and form part of any agreement for design, development, branding, digital marketing, or consultancy services.

By commissioning Bluestone98, you agree to be bound by these Terms.

1. Services

We provide creative, digital and web design, branding, development, marketing and consultancy services as agreed in our written proposal or estimate. Any additional work outside the agreed scope will require a new estimate and client approval.

2. Estimates & Proposals

Our proposals or estimates are valid for 30 days unless otherwise stated. Acceptance of a proposal must be in writing (e.g. email confirmation or signed agreement).

3. Payment Terms & Refund Policy

- A 50% deposit is payable before work begins.
- A 25% stage payment may be required at key milestones.
- The final 25% balance is due upon project completion or prior to go-live/handover.
- All invoices are payable within 5 days of issue.
- Late payments may incur interest at 4% above the Bank of England base rate.
- All fees are exclusive of VAT and reasonable expenses (e.g. travel, hosting).
- All hosting services, including any associated **plugins, third-party software, or licensing fees**, are billed **annually in advance on a recurring basis**. By entering into this agreement, the client agrees to pay the full annual amount prior to the commencement of each renewal period.

No refunds will be issued for any unused portion of the service term, including—but not limited to—instances where the **website is closed, taken offline, or migrated to an alternative provider**.

This policy also applies to any **third-party tools or software** licensed or provisioned as part of the hosting arrangement. Fees for such services are non-refundable once provisioned, regardless of future use or cancellation.

- Deposits are non-refundable due to studio time, planning, and resource allocation.

4. Client Responsibilities

You agree to:

- Provide timely access to information, assets and approvals.
- Nominate a single point of contact with decision-making authority.
- Review and sign off key deliverables within reasonable timeframes.

Failure to do so may impact timelines and incur additional costs.

5. Intellectual Property

- All intellectual property (IP) created by Bluestone98 remains our property until full payment is received.
- Upon payment in full, ownership of agreed deliverables (excluding third-party assets, stock, fonts, and frameworks) will be transferred to you.
- We reserve the right to showcase completed work in our portfolio and marketing channels unless otherwise agreed in writing.

6. Hosting & Domain Services

If you choose to host your website with us:

- Uptime is targeted at 99.9%, but we do not guarantee uninterrupted service.
- We are not liable for third-party outages or events beyond our control.
- You may transfer hosting elsewhere with 30 days' written notice. Handover support is billable at standard hourly rates.
- Our server logs are retained for a period of thirty days. We are unable to accept any liability for issues that are reported or identified outside of this thirty-day period, as the relevant data will no longer be accessible to us.

7. Limitation of Liability

We will not be liable for:

- Loss of profit, revenue, or data.
- Indirect or consequential damages.
- Issues arising from third-party platforms, APIs, plugins, or hosting providers.

Our total liability is limited to the total amount paid by you for the project in question.

8. Design & Functionality Sign-Off

- Upon completion of the design and functionality phases, the client will be provided with an opportunity to review and sign off on all deliverables.
- The client agrees that approval (whether written or via email) of the design and/or functional specification constitutes final acceptance of the agreed scope of work. Any changes, revisions, or additions requested by the client after this sign-off will be considered out of scope and subject to additional charges.
- Such additional work will be quoted and agreed upon in writing before commencement. This includes (but is not limited to) changes to layout, features, user experience flows, third-party integrations, or any rework stemming from a change in direction or requirements after approval has been granted.
- Delays in sign-off may result in adjusted timelines and project delivery dates.

9. Cancellations & Termination

Either party may terminate an agreement with 30 days' notice.

Bluestone98 may terminate immediately if you:

- Breach this agreement materially and do not remedy it within 14 days.
- Become insolvent or cease trading.

All outstanding fees will become due immediately upon termination.

10. Confidentiality

Both parties agree to keep any confidential or proprietary information received during the project confidential and not to disclose it to third parties without written consent.

11. Force Majeure

We are not liable for any failure or delay caused by circumstances beyond our reasonable control, including but not limited to natural disasters, cyberattacks, strikes, or internet outages.

12. Governing Law

These Terms are governed by and construed in accordance with the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the English courts.

13. Variations

We may update these Terms and Conditions from time to time. You will be notified of significant changes, and continued engagement will be deemed acceptance of the updated terms.

14. Contact

Bluestone Design Group Ltd

Registered Office: No. 5 Victoria Avenue, Harrogate, HG1 1EQ

Phone: +44 (0)330 633 1998

Email: hello@bluestone98.com

Company No: 03995844

15. Agreement to Terms

By providing written confirmation to commence the project, the client acknowledges that they have read, understood, and agree to be bound by the Terms and Conditions of Bluestone Design Group Ltd (trading as Bluestone98).