Client Services Terms

Standard B2B Agreement · Effective Version 2026.1

Operating Framework: These Client Services Terms ("Terms") apply to business-to-business services provided by Dominic Plant trading as Lem Studio ("Lem Studio", "we", "us" or "our"). They operate together with the proposal or Statement of Work ("SOW") agreed for each project. The SOW sets out the project-specific services, deliverables, price, payment schedule and other agreed requirements. Where an agreed SOW expressly differs from these Terms, the SOW will take priority for that project. These Terms are intended for clients purchasing services wholly or mainly for business purposes and are not intended for consumer engagements.

> **Business correspondence details**
>
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1. SCOPE OF SERVICES

1.1 Agreed Scope

The services and deliverables for each project will be defined in the Statement of Work or Proposal (the "SOW"). Only services and deliverables expressly included in the SOW form part of the agreed project.

1.2 Additional Work

Requests outside the agreed scope - including additional pages, functionality, integrations, substantial design changes or other additional work - may be separately quoted by Lem Studio. No additional chargeable work will be undertaken without the Client's approval. Any additional work may affect the agreed project timetable.

1.3 Client Content

Unless expressly included in the SOW, the Client is responsible for supplying the text, images, branding, business information and other content required to complete the project. Where requested, Lem Studio may separately quote for services such as copywriting, content preparation, image sourcing or licensing.

2. CLIENT RESPONSIBILITIES

2.1 Information, Materials and Approvals

The Client agrees to provide information, content, approvals, access credentials and other materials reasonably required to complete the project. Delays in receiving required information, content or approvals may result in corresponding changes to the project timetable.

2.2 Accuracy, Legality and Rights

The Client is responsible for ensuring that information and materials it supplies are accurate, lawful and suitable for their intended use. The Client confirms that it owns, or has permission to use, any text, images, logos, trademarks, photographs and other materials supplied to Lem Studio. The Client remains responsible for the accuracy and legality of its business claims, prices, products, services and other published information.

2.3 Legal and Regulatory Content

Unless expressly agreed otherwise, Lem Studio does not provide legal, tax, regulatory or compliance advice. Lem Studio may implement text, notices or technical settings supplied or approved by the Client, but the Client remains responsible for the legal substance of its privacy notices, cookie notices, terms of sale, industry-specific disclosures and other legal or regulatory content.

3. REVISIONS AND FEEDBACK

3.1 Included Revisions

Unless otherwise stated in the SOW, single-page website projects include one (1) structural revision round and multi-page website projects include two (2) structural revision rounds.

3.2 Revision Rounds

A revision round means one consolidated set of reasonable changes to work already presented by Lem Studio. Revisions must remain within the originally agreed scope and are intended to refine the agreed design rather than replace it with a substantially different concept or project.

3.3 Additional Revisions

Additional revisions or substantial changes may be treated as additional work. Lem Studio will provide a price or revised quotation for approval before undertaking chargeable additional work.

4. PROJECT DELAYS AND DORMANCY

4.1 Client Delay

The Client should provide requested feedback, materials and approvals within a reasonable period.

4.2 Dormant Status

Where required Client input remains outstanding for fourteen (14) consecutive calendar days, Lem Studio may notify the Client that the project is at risk of being placed on hold. If the required input remains outstanding after reasonable notice, Lem Studio may place the project into Dormant Status and release the allocated production time for other work.

4.3 Restarting a Dormant Project

Restarting a dormant project is subject to Lem Studio's current availability and may result in revised completion dates. A reboarding fee of up to £75 may be charged where reasonable to reflect the administrative and scheduling work required to restart the project. Lem Studio may waive this fee at its discretion.

5. PRICE AND PAYMENT

5.1 Projects Under £1,000

Unless the SOW states otherwise, 50% is payable before work begins and 50% is payable following final pre-launch approval and before launch or handover.

5.2 Projects of £1,000 or More

Unless the SOW states otherwise, 30% is payable before work begins, 30% is payable following approval of the agreed design or design direction, and 40% is payable following final pre-launch approval and before launch or handover.

5.3 Alternative Payment Arrangements

Lem Studio and the Client may agree a different payment schedule in the SOW. Where expressly agreed, that payment schedule replaces the relevant default schedule above.

5.4 Invoices and Late Payment

Invoices are payable within seven (7) calendar days unless the invoice or SOW states otherwise. Lem Studio may pause work where an invoice becomes overdue, and any resulting delay may affect the project timetable. Nothing in these Terms limits any statutory rights Lem Studio may have in relation to late payment of qualifying commercial debts.

5.5 Launch and Final Payment

Unless expressly agreed otherwise, Lem Studio is not required to launch, transfer or hand over the completed website until all amounts then due for the project have cleared in full.

5.6 VAT

Unless otherwise stated, prices are in pounds sterling (GBP). If Lem Studio is not VAT-registered at the date of an invoice, no VAT will be charged. If Lem Studio becomes VAT-registered, VAT will be charged where legally required.

6. DESIGN AND PROJECT APPROVAL

6.1 Design Approval

For projects containing a separate design stage, Lem Studio will present the relevant design or design direction to the Client for approval. Approval confirms that the Client is satisfied with the agreed direction and authorises Lem Studio to proceed to the next stage.

6.2 Changes After Approval

Later requests to substantially replace an approved design direction may constitute additional work.

6.3 Pre-launch Review

Before launch, the Client will be given an opportunity to review the completed website on a staging or preview environment. The Client is responsible for checking relevant content, contact details, links, functionality and other business information before approving launch.

7. CANCELLATION AND TERMINATION

7.1 Cancellation Before Work Begins

Where the Client cancels before Lem Studio has commenced work, amounts already paid will normally be refunded, less any agreed non-recoverable third-party costs or other commitments incurred specifically for the project.

7.2 Cancellation After Work Begins

If the Client cancels after work has commenced, Lem Studio may charge a reasonable amount for work completed up to the cancellation date, authorised work already committed to, non-recoverable third-party costs incurred for the project, and any project stage already completed and approved. Where payments received exceed the amount reasonably due, the remaining balance will be refunded to the Client.

7.3 Cancellation Following Final Approval

Where the agreed deliverables have been substantially completed and received final approval, the outstanding project balance will remain payable.

7.4 Suspension or Termination by Lem Studio

Lem Studio may suspend or terminate a project where reasonably necessary because of persistent non-payment, material breach of the agreement, unlawful content or instructions, abusive or threatening conduct, persistent failure to provide required information or approvals, or circumstances making continued performance unlawful or impracticable. Where appropriate, Lem Studio will first give the Client a reasonable opportunity to resolve the issue. The Client remains responsible only for amounts properly due for work performed and commitments incurred before termination.

8. LAUNCH, HANDOVER AND ACCOUNTS

8.1 Project Arrangements

The SOW will identify the agreed arrangements for domains, hosting and other relevant accounts. Lem Studio may work with accounts already owned by the Client, assist the Client in establishing new accounts, or establish agreed services on the Client's behalf for subsequent handover.

8.2 Client Control

Where practical, domains and core business accounts should ultimately be held or controlled by the Client.

8.3 Items Purchased by Lem Studio

Any domain, account, licence or service purchased by Lem Studio specifically for the Client may be retained until the associated costs and outstanding project balances have been paid. Lem Studio will not claim ownership of domains, accounts, content or other property that already belongs to the Client merely because an unrelated invoice is outstanding.

8.4 Handover

Following payment of amounts due and completion of the agreed handover, responsibility for the Client's accounts, credentials, renewals and ongoing operation transfers to the Client except to the extent otherwise stated in the SOW.

9. CONTENT MANAGEMENT

9.1 Management Interface

Where included in the SOW, the website will include a private management interface enabling the Client to update supported website content without directly editing the website's source code.

9.2 Editable Areas

The editable areas and capabilities of the management interface depend on the website supplied and do not imply that every aspect of the website can be modified through the interface.

9.3 Client Changes

The Client is responsible for changes made through its management interface after handover. Repairing problems caused by Client modifications, unsuitable content or misuse of the management interface is not defect-remediation work and may be separately chargeable.

9.4 Authentication

The Client is responsible for maintaining the security of authentication methods and authorised email accounts associated with the management interface after handover.

10. THIRD-PARTY SERVICES

10.1 External Services

Websites may use third-party services, software and infrastructure including hosting providers, domain registrars, Cloudflare, Resend, APIs, open-source libraries, fonts and other external services.

10.2 Provider Terms and Availability

Third-party products and services remain subject to their respective providers' terms, licences, pricing and availability. Lem Studio does not control third-party providers and cannot guarantee their uninterrupted availability or continued compatibility.

10.3 Later Changes

Changes, outages, discontinuation or pricing changes made by a third-party provider are not automatically considered defects in Lem Studio's work. Additional work required because of later third-party changes may be separately quoted.

10.4 Ongoing Costs

Unless otherwise stated in the SOW, ongoing third-party charges associated with operating the website are the Client's responsibility following handover.

11. INTELLECTUAL PROPERTY AND OWNERSHIP

11.1 Client Materials

The Client retains ownership of materials it supplies to Lem Studio and grants Lem Studio permission to use those materials as reasonably necessary to perform the project.

11.2 Bespoke Deliverables

Until all amounts due for the project have been paid in full, Lem Studio retains ownership of the bespoke designs, code and other deliverables created by Lem Studio for the project. Following full payment, Lem Studio assigns to the Client the copyright and other transferable intellectual property rights that Lem Studio owns in the bespoke final project deliverables created specifically for the Client.

11.3 Lem Studio Reusable Materials

Lem Studio retains ownership of its pre-existing or independently developed reusable components, development tools, internal systems, templates, processes, generic code, libraries and know-how. Where any such material forms part of the completed website, the Client receives a perpetual licence to use that material only as incorporated into, and as reasonably necessary to use, the delivered website.

11.4 Third-Party Materials

Third-party software, libraries, fonts, images, services and other materials remain subject to their respective ownership and licence terms. Nothing in these Terms transfers ownership of intellectual property that Lem Studio does not own.

12. PORTFOLIO USE AND SITE CREDIT

12.1 Portfolio

Unless confidentiality has been expressly agreed, Lem Studio may identify the Client and display reasonable examples of completed work - including screenshots, links and project descriptions - in Lem Studio's portfolio, website, social media and promotional materials.

12.2 Confidentiality Requests

Where the Client has a legitimate confidentiality concern, the parties may agree in writing to restrict such use.

12.3 Optional Site Credit

Any small "Made by Lem Studio" website credit or linked Lem Studio icon is optional and will only be included with the Client's agreement.

13. 30-DAY DEFECT PERIOD

13.1 Defect Remediation

Lem Studio provides a thirty (30) calendar day defect-remediation period beginning on the date the website is launched or formally handed over, whichever occurs first. During this period, Lem Studio will remedy reproducible defects where the delivered website materially fails to operate in accordance with the agreed SOW.

13.2 Exclusions

This period does not cover new features or functionality, new design preferences, content changes, additional pages, problems caused by Client modifications, misuse of the management interface, problems caused by third-party changes or outages, changes to browsers, platforms or external services occurring after delivery, or work otherwise outside the original SOW.

13.3 Work After the Defect Period

After the thirty (30) day period, further work may be separately quoted. There is no ongoing maintenance or support subscription unless separately agreed in writing.

14. DATA PROTECTION

14.1 Lem Studio's Own Administration

Lem Studio may process business contact, project, billing and related personal data for its own business administration in accordance with its Privacy Notice.

14.2 Processing on the Client's Behalf

If a particular project requires Lem Studio to process personal data on the Client's behalf in circumstances where Lem Studio acts as a processor, the parties will put any additional data-processing terms required by applicable data-protection law in place where necessary.

15. CONFIDENTIALITY AND SECURITY

15.1 Confidential Information

Each party will take reasonable steps to protect confidential information received from the other in connection with the project and will use that information only where reasonably necessary for the project or as required by law.

15.2 Credentials and Access

Lem Studio will take reasonable measures to protect credentials and access provided during development. Following handover, the Client is responsible for maintaining appropriate control over its accounts, passwords, email addresses, authentication methods and other credentials.

15.3 Security Limitations

No internet-connected system can be guaranteed to be completely secure or continuously available.

16. LIABILITY

16.1 Standard of Service

Lem Studio will perform the services with reasonable care and skill.

16.2 Liability Cap

Subject to section 16.4, Lem Studio's total aggregate liability arising out of or in connection with a project will not exceed the total fees paid or payable by the Client under the relevant SOW.

16.3 Matters Outside Lem Studio's Responsibility

Subject to section 16.4, Lem Studio will not be responsible for losses caused by inaccurate or unlawful Client-supplied content, Client modifications, failure by the Client to maintain credentials or accounts, third-party outages or changes, or matters outside Lem Studio's reasonable control. Lem Studio does not guarantee particular search-engine rankings, visitor numbers, enquiries, sales, revenue or other commercial results unless an express written guarantee has been separately agreed.

16.4 Liability That Cannot Be Excluded

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

17. GENERAL

17.1 Entire Agreement and Priority

The SOW and these Terms together form the agreement for the relevant project and supersede prior discussions or understandings relating to that project. If an agreed SOW expressly conflicts with these Terms, the SOW takes priority for that project.

17.2 Changes

Changes to the agreed scope, price or other material terms must be agreed in writing. Email or other recorded electronic communications may be used for this purpose.

17.3 Severability and Waiver

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue to apply. A failure by either party to enforce a right immediately does not automatically waive that right.

17.4 Relationship and Subcontracting

Nothing in the agreement creates a partnership, employment relationship or agency relationship between the parties. Lem Studio may use suitable subcontractors where reasonably necessary while remaining responsible for the services it has agreed to provide.

17.5 Assignment

The Client may not transfer the agreement to another person or business without Lem Studio's prior written consent, such consent not to be unreasonably withheld. Lem Studio may transfer the agreement as part of a genuine transfer of its business, subject to applicable law.

17.6 Force Majeure

Neither party will be responsible for a failure or delay caused by circumstances outside its reasonable control, provided reasonable steps are taken to minimise the effect where possible.

17.7 Notices

Formal notices relating to termination, material breach or disputes may be sent to the business or email address stated in the SOW or otherwise notified in writing. Email notices are treated as received when successfully sent, unless the sender receives a delivery failure notification.

18. GOVERNING LAW AND DISPUTES

18.1 Governing Law and Jurisdiction

These Terms, the SOW and any dispute or claim arising from them are governed by the laws of England and Wales. The parties agree that the courts of England and Wales will have jurisdiction in relation to disputes arising from the agreement.

18.2 Good-faith Resolution

Before commencing court proceedings, each party will use reasonable efforts to raise the dispute in writing and attempt in good faith to resolve it directly, except where urgent legal relief is reasonably required.

19. ACCEPTANCE

19.1 Business Purpose and Authority

The Client confirms that it is entering into the agreement wholly or mainly for business purposes and that the person accepting the agreement has authority to do so on behalf of the Client.

19.2 Method of Acceptance

The Client confirms that it has reviewed the applicable SOW and these Client Services Terms and agrees to be bound by them. Acceptance may be recorded by electronic signature, signed document, recorded electronic acceptance, or another method expressly identified in the SOW.

19.3 Version Record

The version of these Terms supplied or linked with the Client's SOW at the time of acceptance applies to that project. Later changes to Lem Studio's standard terms do not retrospectively alter an existing agreement unless both parties agree in writing.