



REF	TOS	DATE	6th April 2026
-----	-----	------	----------------

**FROM:**  
BN FREELANCE  
57 MEES SQUARE,  
ECCLES,  
MANCHESTER  
M30 7AF

## TERMS AND CONDITIONS OF SERVICE

Effective date: 31 March 2026

Provider: Ben Newton ("BN Freelance", "we", "us", "our")

Location: United Kingdom

Contact: ben@bnewton.co.uk

These Terms and Conditions govern the provision of freelance services including web design, web development, software development, plugin development, and related digital services.

By engaging our services, requesting a quotation, or making payment for any project or service, you ("Client", "you", "your") agree to these Terms.

### 1. ABOUT THESE TERMS

These Terms apply to all freelance services provided by Ben Newton, including but not limited to:

- Website design
- Website development
- WordPress development
- WordPress plugin development
- Custom software or plugin development
- Integration work
- Maintenance and support services
- Consultancy and technical services



REF

TOS

DATE

6th April 2026

These Terms may be supplemented by written agreements, proposals, or project specifications where applicable.

If there is any conflict between a written project agreement and these Terms, the written agreement will prevail.

## 2. SERVICES PROVIDED

BN Freelance provides digital development and design services including but not limited to:

- Website design and development
- WordPress installation, configuration, and customisation
- Development of custom plugins and extensions
- Development of software tools or systems
- Website improvements, optimisation, and debugging
- Integration with third-party services and APIs
- Technical consultancy

Services may be delivered as:

- Fixed-price projects
- Hourly work
- Maintenance or support arrangements
- Ongoing development engagements

## 3. PROJECT ENGAGEMENT AND ACCEPTANCE

Work may begin once at least one of the following occurs:

- A written proposal or quotation is accepted
- A deposit is paid
- Written confirmation of engagement is received from the Client

We reserve the right to decline work or terminate discussions prior to project acceptance.

IMPORTANT INFORMATION



REF

TOS

DATE

6th April 2026

#### 4. FEES AND PAYMENT TERMS

##### 4.1 PRICING AND QUOTATIONS

All fees will be outlined in the agreed quotation, proposal, or invoice. Quotes are based on the defined scope of work and may be subject to change where requirements are amended.

##### 4.2 PAYMENT STRUCTURE

Projects may be billed using one or more of the following structures:

- Deposit prior to commencement of work
- Milestone payments during the project
- Final payment prior to delivery or deployment

Specific payment structures will be defined within the project agreement where applicable.

##### 4.3 PAYMENT TERMS

Unless otherwise agreed in writing, all invoices are payable within 14 calendar days from the date of issue.

##### 4.4 LATE PAYMENT AND SUSPENSION

BN Freelance reserves the right to:

- Charge interest or late fees on overdue invoices where applicable (including statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998 where applicable)
- Suspend or pause work on any project where payment is overdue
- Delay delivery or deployment until outstanding balances are settled

##### 4.5 WITHHOLDING OF WORK AND OWNERSHIP

BN Freelance reserves the right to withhold delivery of final assets, source code, credentials, or deployment until full payment has been received.

IMPORTANT INFORMATION



REF

TOS

DATE

6th April 2026

## 5. CLIENT RESPONSIBILITIES

Clients agree to:

- Provide required information, content, and assets necessary for project completion
- Provide timely and appropriate access to systems, hosting environments, and accounts as required for the completion of work
- Respond to requests for feedback or approval in a reasonable timeframe
- Ensure that content supplied (text, images, data, branding, etc.) does not infringe third-party rights

Delays caused by missing information or delayed approvals may affect delivery timelines.

BN Freelance shall not be responsible for delays or issues arising from restricted, incorrect, or withdrawn access.

## 6. SCOPE OF WORK AND REVISIONS

### 6.1 DEFINED SCOPE

All work will be carried out strictly in accordance with the scope, deliverables, and specifications set out in the agreed proposal or written agreement.

### 6.2 OUT-OF-SCOPE WORK

Any request, task, or requirement not expressly included within the agreed scope shall be considered out of scope. Such work will require separate quotation, approval, and may incur additional charges.

### 6.3 REVISIONS POLICY

Where revisions are included, these are limited to reasonable amendments that do not materially alter the original brief, structure, or functionality. Revisions must relate directly to the agreed deliverables and be requested within a reasonable timeframe.

IMPORTANT INFORMATION



REF

TOS

DATE

6th April 2026

## 6.4 VARIATIONS AND CHANGE REQUESTS

Any changes that introduce new requirements, expand functionality, alter previously approved work, or require rework of completed stages will be treated as a variation. Variations may result in additional fees, revised timelines, and/or a new agreement.

## 6.5 DETERMINATION OF SCOPE

BN Freelance reserves the right to determine whether a request falls within or outside the agreed scope.

## 6.6 REVISION LIMITS

Where a specific number of revisions is defined within the agreed proposal, quotation, or estimate, any additional revisions requested beyond this allowance will be chargeable.

Where no specific revision limit is defined, revisions will be provided on a reasonable basis, at BN Freelance's discretion, and may be subject to additional charges.

Additional revisions may be quoted either on a fixed-fee basis or charged at the applicable hourly rate, at BN Freelance's discretion, and subject to client approval prior to commencement.

For the avoidance of doubt, revision limits apply only to amendments within the original scope. Requests that fall outside the agreed scope will be treated as variations in accordance with clause 6.4.

## 7. INFRASTRUCTURE AND THIRD-PARTY SERVICES

### 7.1 HOSTING, DOMAINS, AND INFRASTRUCTURE

Unless expressly agreed in writing, the Client is solely responsible for the selection, purchase, renewal, payment, configuration, and ongoing maintenance of all hosting services, domain registrations, DNS settings, email services, SSL certificates, and any related third-party infrastructure required for the project.

Where BN Freelance assists with setup, configuration, migration, or



REF

TOS

DATE

6th April 2026

recommendations, this is provided as a convenience only and does not transfer responsibility or liability for those services to BN Freelance.

If BN Freelance provides hosting, maintenance, or infrastructure services as part of a separate agreement or package, the terms of that agreement shall apply and will define the scope of responsibility, service levels, and limitations.

BN Freelance is not responsible for downtime, data loss, security breaches, performance issues, or service interruptions arising from third-party providers or infrastructure outside of any explicitly agreed managed service.

## 7.2 THIRD-PARTY SOFTWARE, PLATFORMS AND TOOLS

Projects may involve the use of third-party software, services, or platforms including:

- WordPress
- Hosting providers
- Analytics services
- Payment gateways
- Third-party plugins or libraries
- External APIs or services

These services operate under their own terms and policies.

BN Freelance is not responsible for:

- Third-party service outages
- Pricing changes
- Discontinued services
- Compatibility changes introduced by third parties

## 8. WORDPRESS AND PLUGIN DEVELOPMENT

BN Freelance may develop custom plugins, themes, or extensions for platforms such as WordPress.



REF

TOS

DATE

6th April 2026

Where software is developed:

- Source code may be provided to the Client where agreed
- The software may depend on third-party systems or frameworks
- Compatibility with future versions of platforms or services cannot be guaranteed

Where plugins are distributed under open-source licenses (such as GPL), the relevant open-source license terms apply.

## 9. JIFFYTRADE™ PLUGIN AND RELATED WORK

Ben Newton (BN Freelance) is the developer of the JiffyTrade™ plugin.

Where services involve:

- Installation or configuration of JiffyTrade™
- Customisation of JiffyTrade™
- Integration with JiffyTrade™
- Development of extensions or modifications related to JiffyTrade™

Such work is provided as freelance development services only and does not grant the Client any ownership rights in the JiffyTrade™ plugin or its underlying codebase.

All rights, title, and interest in the JiffyTrade™ plugin remain the property of BN Freelance, subject to the applicable licensing terms.

Licensing, subscriptions, and purchase of JiffyTrade™ paid plans are handled separately via the JiffyTrade™ website and the Freemius platform and are governed by their EULA and respective terms.

## 10. MAINTENANCE AND SUPPORT

### 10.1 SCOPE OF SUPPORT

Maintenance or support services may be provided where agreed. Support may include:



REF

TOS

DATE

6th April 2026

- Bug investigation
- Troubleshooting
- Minor improvements
- Technical guidance

#### 10.2 SUPPORT LIMITATIONS

Unless otherwise specified, support is limited to issues directly related to the work originally delivered. Requests outside this scope may be treated as additional work and may incur additional charges.

#### 10.3 RESPONSE TIMES AND AVAILABILITY

Support is provided on a reasonable efforts basis. Response times are not guaranteed unless explicitly agreed as part of a separate support arrangement or service level agreement.

#### 10.4 WARRANTY PERIOD

A limited warranty period of 14 calendar days from delivery applies to defects in the original implementation.

This warranty covers issues where delivered work does not materially conform to the agreed specification.

The warranty does not cover:

- New feature requests
- Changes in requirements
- Issues caused by third-party services, updates, or Client modifications

#### 10.5 ONGOING MAINTENANCE AND SECURITY RESPONSIBILITY

Clients are responsible for the ongoing maintenance, security, updates, backups, and management of their website or systems unless a separate maintenance or support agreement is in place.

IMPORTANT INFORMATION



REF

TOS

DATE

6th April 2026

## 11. INTELLECTUAL PROPERTY

### 11.1 OWNERSHIP PRIOR TO PAYMENT

All intellectual property created during the project remains the property of BN Freelance until full payment has been received.

### 11.2 LICENSE GRANTED TO CLIENT

Upon full payment, the Client is granted a non-exclusive, non-transferable, perpetual license to use the delivered work for its intended business purpose.

### 11.3 RETAINED RIGHTS

BN Freelance retains full rights to reuse any general knowledge, techniques, code patterns, libraries, frameworks, or components developed during the project.

Nothing in this agreement prevents BN Freelance from reusing underlying code, methods, or development techniques in other projects.

### 11.4 THIRD-PARTY AND OPEN SOURCE COMPONENTS

Any third-party or open-source software included within a project remains subject to its respective licensing terms.

### 11.5 ASSIGNMENT OF INTELLECTUAL PROPERTY (OPTIONAL)

Assignment of intellectual property rights is not included unless explicitly agreed in writing. Where an assignment of rights is agreed, such assignment shall only take effect upon full payment of all applicable fees and may be subject to additional charges. BN Freelance reserves the right to retain ownership of any underlying tools, frameworks, libraries, or reusable components used in the development of the project, unless otherwise expressly agreed.

## 12. CLIENT CONTENT AND LEGAL RESPONSIBILITY

Clients are responsible for ensuring that any materials supplied for a project:

- Do not infringe copyright or trademark rights
- Do not violate applicable laws
- Are appropriate for publication

IMPORTANT INFORMATION



REF

TOS

DATE

6th April 2026

We are not responsible for verifying the legal compliance of client-supplied content.

### 13. NO PROFESSIONAL ADVICE

Services provided by BN Freelance are technical and creative services.

They do not constitute:

- Legal advice
- Accounting advice
- Financial advice
- Regulatory or compliance advice

Clients remain responsible for ensuring that their websites, businesses, and systems comply with applicable laws and regulations.

### 14. DISCLAIMERS

All services, software, and materials are provided “as is”.

We do not guarantee that software, websites, or systems will be:

- Error-free
- Uninterrupted
- Secure from all vulnerabilities
- Compatible with all third-party systems indefinitely

Clients are responsible for maintaining appropriate backups of their systems and data.

### 15. LIMITATION OF LIABILITY

To the maximum extent permitted by law, BN Freelance shall not be liable for:

- Loss of profits
- Loss of revenue

IMPORTANT INFORMATION



REF

TOS

DATE

6th April 2026

- Loss of business opportunities
- Loss of data
- Indirect or consequential damages

Total liability relating to any claim, whether in contract, tort, or otherwise, shall not exceed the total fees paid by the Client for the relevant project or service.

## 16. PROJECT TERMINATION

Either party may terminate a project with reasonable notice.

If termination occurs:

- The Client must pay for all work completed up to the termination date
- Deposits may be non-refundable where work has already commenced
- Any completed work delivered prior to termination remains subject to payment terms

This section outlines how projects may be paused, delayed, or ended where necessary to ensure clarity and fairness for both parties.

### 16.1 INACTIVITY AND NON-RESPONSE

If the Client fails to respond to requests for information, feedback, or approval for a period of 14 consecutive calendar days, the project may be considered inactive.

BN Freelance reserves the right to pause work during periods of inactivity. If no response is received within 30 consecutive calendar days, BN Freelance may terminate the project and invoice for all work completed up to that date.

Reactivation of a paused or terminated project may be treated as a new engagement and may be subject to revised timelines and pricing.

Failure to provide required information or feedback may result in project delays, suspension, or termination in accordance with this Section.

IMPORTANT INFORMATION



REF

TOS

DATE

6th April 2026

## 16.2 PROJECT ABANDONMENT

If a project remains inactive for 60 consecutive calendar days, BN Freelance reserves the right to consider the project abandoned and close it permanently.

Any future continuation of the project will be treated as a new engagement and may require a new quotation, revised timelines, and updated pricing.

## 16.3 ACCEPTANCE OF WORK

Work will be considered accepted if no feedback or revision requests are received within 7 calendar days of delivery.

Any changes requested after acceptance may be treated as additional work and may incur additional charges.

## 16.4 CLIENT-CAUSED DELAY

Project timelines are estimates and depend on timely Client feedback and provision of required materials.

BN Freelance is not responsible for delays caused by the Client. Where such delays occur, delivery timelines may be adjusted accordingly.

## 16.5 WITHDRAWAL OF SERVICES

BN Freelance reserves the right to withdraw or refuse services where a Client is unresponsive, uncooperative, or acting in bad faith.

In such cases, all work completed up to the point of withdrawal will remain payable in accordance with these Terms.

## 17. FORCE MAJEURE

BN Freelance shall not be liable for any delay or failure to perform its obligations where such delay or failure results from events beyond reasonable control, including but not limited to acts of God, illness, internet or infrastructure outages, third-party service failures, or governmental actions.

Where such events occur, project timelines may be extended accordingly.

IMPORTANT INFORMATION



REF

TOS

DATE

6th April 2026

## 18. PORTFOLIO AND PROMOTIONAL USE

BN Freelance reserves the right to display and reference completed work, including screenshots, descriptions, and project details, for portfolio, marketing, and promotional purposes.

Clients may request reasonable confidentiality where agreed in writing prior to project commencement.

## 19. DATA PROTECTION

Both parties agree to comply with applicable data protection laws, including the UK GDPR where relevant.

BN Freelance will process any personal data solely for the purpose of providing agreed services and will not retain such data longer than necessary.

Clients are responsible for ensuring that their own use of data within any website or system complies with applicable laws.

## 20. CHANGES TO THESE TERMS

We may update these Terms from time to time.

The effective date at the top indicates when changes apply.

Continued use of services following updates constitutes acceptance of the revised Terms.

## 21. GOVERNING LAW

These Terms are governed by the laws of England and Wales.

Any disputes relating to services provided by BN Freelance shall fall under the jurisdiction of the courts of England and Wales.

IMPORTANT INFORMATION



REF

TOS

DATE

6th April 2026

## 22. CONTACT

For questions regarding these Terms or freelance services, contact:

Ben Newton

BN Freelance

Email: [ben@bnewton.co.uk](mailto:ben@bnewton.co.uk)

Payments: [pay@bnewton.co.uk](mailto:pay@bnewton.co.uk)

IMPORTANT INFORMATION

**BN FREELANCE**

57 MEES SQUARE, ECCLES, MANCHESTER M30 7AF

**EMAIL: [BEN@BNEWTON.CO.UK](mailto:BEN@BNEWTON.CO.UK)**

**PHONE: 07311624686**