

Terms & Conditions of Service

Small Tweaks • Effective Date: March 2026

These Terms and Conditions ("the Agreement") govern all services provided by Small Tweaks ("the Company", "we", "us") to the client ("you", "the Client"). By engaging Small Tweaks for any service - whether via signed proposal, written instruction, commencement of work, or payment for services - you agree to be bound by this Agreement. Under UK common law, a contract may be formed through conduct, including the act of making payment or continuing to use a service. Where a Client pays for or continues to use our services without a signed proposal, this constitutes acceptance of these Terms and Conditions in their current form.

Small Tweaks is a digital growth and technology consultancy registered in the United Kingdom. We provide strategic web design, automation, training, hosting, ongoing digital support, and related consulting services to small and medium-sized businesses.

This Agreement is primarily intended for business clients. Where a Client is an individual consumer, they may have additional statutory rights under applicable consumer protection legislation, including the Consumer Rights Act 2015, which these terms do not override.

ENGAGEMENT & RELATIONSHIP

1. Services

We provide services across the following areas. The specific scope, deliverables, and pricing for each engagement will be agreed upon in writing prior to work commencing.

1.1 Web Design & Development

- Design and development of new websites or the redesign of existing sites
- WordPress-based builds using the Full Site Editor (FSE), third party themes, and plugins
- Ongoing maintenance, updates, and technical improvements
- Performance optimisation, accessibility improvements, and mobile responsiveness

1.2 Automations & Smart Workflows

- Design and implementation of automation solutions
- Integration of third-party tools, APIs, and workflow platforms
- Custom automation for customer communications, internal processes, and data management
- Review and iteration of automations post-deployment

1.3 Training & Enablement

- Business technology training for individuals and teams
- Practical, outcome-focused instruction on tools, platforms, and systems
- Training may be delivered remotely or in person, as agreed

1.4 Hosting & Infrastructure

- Managed website hosting services on third-party infrastructure
- Hosting is provided subject to the terms of our hosting provider(s)
- We will communicate any planned maintenance or downtime where possible
- We are not liable for unplanned downtime caused by third-party hosting providers

1.5 Digital Growth & Consulting

- Strategic consulting on digital presence, growth, and operational improvement
- Google Business Profile management and optimisation
- Social media account management and content support
- Ongoing advisory services as part of a retainer or standalone engagement

1.6 Ongoing Retainer Support

- Monthly retainer agreements provide access to a defined scope of services
- Retainer terms, hours, and inclusions will be specified in a separate agreement or proposal
- Unused time or resource within a billing period does not roll over unless otherwise agreed in writing
- Retainer agreements may be rolling monthly (30 days' notice to cancel) or fixed-term (subject to minimum term and early termination terms - see Section 24)

1.7 IT Support & Systems Configuration

- Setup and configuration of business devices, including laptops, desktops, and mobile devices
- Deployment and administration of cloud platforms including Microsoft 365 and Microsoft Azure
- Configuration and migration of email, file, and collaboration platforms
- Business application installation, configuration, and troubleshooting
- Networking, connectivity, and server support

2. Proposals & Scope of Work

All projects begin with a written proposal or statement of work that outlines the deliverables, timeline, and agreed fee. The proposal forms part of this Agreement once accepted.

Any work requested outside the agreed scope will be treated as a separate instruction and quoted accordingly. We will always communicate clearly before undertaking out-of-scope work that carries additional cost.

Where a project requires a discovery or strategy phase prior to full scoping, this will be proposed and invoiced separately.

3. Relationship of the Parties

Small Tweaks operates as an independent contractor in relation to the Client. Nothing in this Agreement creates or implies any relationship of employment, agency, partnership, or joint venture between the parties. Neither party has the authority to bind the other in any agreement or obligation without prior written consent.

4. Written Communications & Notices

Any notice or communication required or permitted under this Agreement must be made in writing. For the purposes of this Agreement, written communication includes any of the following: email to a nominated address; correspondence sent by post; messages sent via messaging platforms such as WhatsApp or similar services where a clear written record is created; and communications made through any invoicing, proposal, or contract management platform used by Small Tweaks, including digital signature and document delivery services. Email is the preferred method of formal written communication.

Verbal communications - whether in person, by telephone, or otherwise - do not constitute a binding agreement or instruction under these Terms and Conditions. Where a verbal discussion results in an agreed course of action, this must be confirmed in writing by one or both parties before it is considered binding.

COMMERCIAL TERMS

5. Fees & Payment

5.1 Payment Structure

Our standard payment terms are as follows:

- Projects under £300: Payment in full upon completion
- Projects of £300 and above: 50% deposit required before work commences, with the remaining 50% due upon completion
- Large or phased projects: Milestone-based invoicing will be agreed in writing before work begins

5.2 Invoicing & Due Dates

Invoices are due within 14 days of the invoice date unless otherwise agreed in writing. Late payment may result in work being paused until outstanding balances are settled.

We reserve the right to charge statutory interest on overdue invoices in line with the Late Payment of Commercial Debts (Interest) Act 1998.

5.3 Deposits

Deposits are non-refundable once work has commenced. Where a project is cancelled before work begins, the deposit may be refunded at our discretion, minus any costs already incurred.

5.4 Hosting & Retainer Fees

Hosting and retainer fees are billed on the first of each month, in advance. Failure to pay may result in suspension of services, including hosting (see Section 23).

5.5 Price Reviews & Increases

We reserve the right to review and adjust our pricing for rolling monthly retainers and hosting services. Clients on a rolling arrangement will be given a minimum of 30 days' written notice of any price increase before it takes effect.

Clients on a fixed-term agreement have their pricing locked for the duration of that term. At the point of renewal, a new rate may be proposed. The Client may then choose to accept the new rate and enter a new fixed-term agreement (which may carry a preferential rate), or allow the arrangement to lapse. Price stability is one of the key benefits of committing to a longer contract period.

6. Client Responsibilities

To enable us to deliver work on time and to the expected standard, the Client agrees to:

- Provide all required content, materials, access credentials, and feedback in a timely manner
- Designate a single point of contact for the project where possible
- Review and respond to submitted work within 5 working days unless otherwise agreed
- Ensure that any materials or content provided to us do not infringe third-party intellectual property rights
- Notify us promptly of any changes in requirements or circumstances that may affect the project

Delays caused by the Client may affect agreed timelines. We will not be held responsible for delays or quality issues resulting from late or incomplete provision of materials.

7. Client Approval & Sign-Off

Where work is submitted for review, the Client is asked to provide written approval (including via email) once they are satisfied with the deliverable. Written approval constitutes formal acceptance of that version of the work.

Once a deliverable has been approved in writing, any subsequent changes requested to that element will be treated as a new revision or additional work and may be subject to additional charges.

Where the Client does not respond to a submission within 5 working days, we reserve the right to treat the work as provisionally approved and proceed to the next stage. We will notify the Client before doing so.

8. Revisions & Amendments

The number of revision rounds included in a project will be stated in the proposal. Revisions beyond the agreed allowance will be charged at our standard hourly or day rate.

A revision is defined as a change to an element already delivered and approved. Significant changes to scope or direction may be treated as new work and quoted separately.

9. Variation of Agreed Work

Any changes to the agreed scope, deliverables, timeline, or fees for a project must be confirmed in writing before work on the variation commences. A written variation may take the form of an updated proposal, a change request document, or a clear written instruction (including email) from the Client that is acknowledged in writing by Small Tweaks.

Verbal requests for changes to agreed work are not binding on either party. Small Tweaks reserves the right to decline verbal instructions and request written confirmation before proceeding. Any work carried out on the basis of an unconfirmed verbal instruction is done so at the Client's risk.

SERVICE-SPECIFIC TERMS

10. Acceptable Use

The Client agrees that all work commissioned through Small Tweaks will be used for lawful purposes only. In particular, the Client agrees not to request or use our services to:

- Create, distribute, or promote misleading, deceptive, or fraudulent content
- Generate or publish fake reviews, testimonials, or engagement metrics
- Send unsolicited communications (spam) of any kind
- Breach the terms of service of any third-party platform, including social media networks and advertising platforms
- Infringe the intellectual property rights of any third party
- Engage in any activity that is unlawful under the laws of England and Wales

We reserve the right to refuse or cease work immediately if we reasonably believe a request falls outside these boundaries. In such cases, fees already incurred remain payable.

11. Website & Content Compliance

Where we build or manage a website on behalf of the Client, our responsibility is to deliver a site that meets the agreed technical and design specification. The Client is responsible for ensuring that the content, functionality, and operation of their website comply with all applicable laws and regulations.

This includes, but is not limited to:

- Cookie consent and privacy policy requirements under UK GDPR and the Privacy and Electronic Communications Regulations (PECR)
- Accessibility obligations relevant to the Client's sector
- Sector-specific regulatory requirements (e.g., financial services, healthcare, legal services)
- Trading Standards and consumer law requirements for e-commerce

We will flag any obvious compliance concerns we become aware of during our work, but we are not legal advisers and cannot guarantee that a website is fully compliant with all applicable regulations. The Client should seek independent legal advice where required.

12. Social Media Account Ownership

Where Small Tweaks manages or contributes to a Client's social media accounts, the Client retains full and exclusive ownership of those accounts at all times, including all followers, content, and associated data. Small Tweaks acts solely as an authorised account manager on behalf of the Client and acquires no rights, ownership, or claim over any social media account, its content, or its audience.

On termination of the relevant engagement, the Client is responsible for ensuring their own continued access to all accounts prior to and following termination.

13. Training Materials

Any training materials produced by Small Tweaks in connection with a training engagement - including but not limited to slide decks, guides, handouts, workbooks, and any recorded sessions - are provided to the Client under a limited licence for internal use only. This licence is non-exclusive, non-transferable, and restricted to use within the Client's own organisation.

The Client may not, without prior written permission from Small Tweaks: resell, sublicense, or otherwise commercially exploit the training materials; redistribute or share them outside of their organisation; publish or make them publicly available in any form; or modify, adapt, translate, or create derivative works based on the materials. Intellectual property rights in all training materials remain with Small Tweaks at all times.

14. Subcontracting

We may engage trusted third-party specialists or contractors to assist in the delivery of services where appropriate. In doing so, we retain full responsibility for the quality and delivery of the work. We will not share Client confidential information with subcontractors beyond what is necessary for the delivery of the agreed services.

The Client will not be charged additional fees solely as a result of subcontracting, unless this has been agreed in advance as part of the project scope.

DATA, SYSTEMS & SECURITY

15. Credentials & Access Security

In the course of providing services, Small Tweaks may be granted access to the Client's websites, hosting accounts, social media profiles, third-party platforms, and other digital systems. Any credentials provided to us are stored securely in an encrypted password management system and are accessed only by authorised individuals within Small Tweaks for the sole purpose of delivering the agreed services. We do not share Client credentials with any third party except where this is strictly necessary for service delivery.

Where we create or configure accounts and systems on behalf of the Client, we will provide the Client with their own administrator credentials. It is the Client's responsibility to store these credentials securely and to maintain access to their own accounts. We do not commit to retaining administrator credentials for any Client system on an ongoing basis.

Small Tweaks cannot be held responsible for any service disruption, loss of access, or resulting delays caused by a Client changing, losing, or failing to maintain their own credentials, or by the Client inadvertently or deliberately revoking our access to systems required to deliver the agreed services. Where access is lost or revoked and restoration requires additional work, this may be chargeable at our standard rate.

Upon termination of any engagement, the Client is responsible for revoking Small Tweaks' access to all relevant systems and accounts in a timely manner. We will co-operate fully with this process and will not retain access to Client systems following the end of an engagement.

16. Backups & Data Loss

Where we provide hosting or manage digital assets on behalf of the Client, backups may exist at the infrastructure level as part of our hosting provider's own processes. However, Small Tweaks makes no guarantee as to the availability, frequency, completeness, or restorability of any backup. We do not currently offer a managed backup service as a standard part of any engagement unless explicitly stated in a proposal.

The Client is responsible for maintaining their own independent backups of any data, content, or assets they consider critical. Small Tweaks accepts no liability for data loss in circumstances where no managed backup service has been agreed and confirmed in writing as part of the engagement.

Where IT support or systems configuration work carries a foreseeable risk of data loss or system disruption, we will advise the Client in advance. It is the Client's responsibility to

ensure appropriate backups are in place before any significant configuration work is undertaken.

17. Data & Privacy

We handle all personal and business data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

We will not share Client data with third parties except where necessary to deliver agreed services (e.g., hosting providers, software platforms). Any third parties used are vetted and compliant with applicable data protection law.

Clients are responsible for ensuring their own websites and systems are compliant with applicable data protection and privacy regulations.

18. Third-Party Tools & Services

Many of our services involve the use of third-party platforms, plugins, or tools (e.g., hosting providers, CRMs, automation platforms, social media networks). While we take care in selecting reliable providers, we are not responsible for changes to, outages of, or discontinuation of third-party services.

Where the Client holds their own accounts or licences with third-party services, they are responsible for maintaining those agreements and meeting associated costs.

INTELLECTUAL PROPERTY & CONFIDENTIALITY

19. Intellectual Property

Upon receipt of full payment for a project, intellectual property rights for all custom deliverables created specifically for the Client are transferred to the Client, unless otherwise stated in the proposal.

We retain the right to use general methodologies, frameworks, templates, and know-how developed through our work, and may reuse these in future projects for other clients.

We reserve the right to reference completed work in our portfolio and marketing materials unless the Client requests otherwise in writing.

Any third-party assets, tools, plugins, or software incorporated into a project remain subject to their respective licences. We will advise the Client of any ongoing licence obligations where relevant.

20. Confidentiality

Both parties agree to keep confidential any sensitive information shared in the course of the engagement. This includes business strategy, pricing, client data, and proprietary systems.

This obligation does not apply to information that is publicly available, independently developed, or required to be disclosed by law.

LIABILITY & RISK

21. Limitation of Liability

To the fullest extent permitted by law, Small Tweaks shall not be liable for any indirect, consequential, or incidental loss arising from the use of our services or deliverables, including but not limited to lost revenue, data loss, or reputational damage.

Our total liability for any claim arising from a project shall not exceed the total fees paid by the Client for that specific project.

We take every reasonable step to ensure deliverables are accurate, professional, and fit for purpose. However, we cannot guarantee specific business outcomes of any kind. This includes, but is not limited to, increased revenue, lead generation, conversion rates, social media follower growth, customer engagement, search engine rankings, or any other commercial result.

Our digital growth, consulting, social media, and SEO-related services are delivered with professional diligence and strategic intent. Outcomes depend on a wide range of factors outside our control, including but not limited to: market conditions, competitor activity, platform algorithm changes, the quality and pricing of the Client's own products or services, client follow-through on recommendations, and wider economic conditions. We make no warranty, express or implied, that any particular result will be achieved.

Where targets or projections are discussed, these are indicative only and do not constitute a contractual commitment or guarantee of performance.

Where we provide IT support or systems configuration services, all work is carried out to the best of our knowledge of the Client's existing setup. The Client is responsible for disclosing any relevant existing configurations, licences, account structures, or system dependencies prior to work commencing. Small Tweaks cannot be held responsible for issues arising from undisclosed or pre-existing configurations, incompatibilities, or third-party platform behaviour outside our control.

22. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations under this Agreement where such failure or delay results from circumstances beyond their reasonable control. This includes, but is not limited to, illness, natural disasters, power outages, third-party platform failures, government action, or other events that could not reasonably have been anticipated or prevented.

Where a force majeure event affects our ability to deliver, we will notify the Client as soon as reasonably practicable and will resume performance as soon as the circumstances allow. Neither party will be penalised for delays caused by such events.

SERVICE CONTINUITY

23. Suspension of Services

We reserve the right to suspend services - including but not limited to hosting, retainer support, and ongoing digital management - where a Client account is overdue for payment. We will endeavour to provide reasonable notice before suspending services where possible.

Suspension is distinct from termination. A suspended service may be reinstated upon settlement of all outstanding balances. We will not be liable for any loss or disruption arising from a suspension caused by non-payment.

Where a service remains suspended for more than 30 days due to non-payment, we reserve the right to treat this as a termination and apply the relevant termination terms set out in Section 24.

24. Termination

The terms under which either party may terminate an engagement depend on the type of arrangement in place, as set out below. The specific arrangement will be stated in the proposal or retainer agreement.

24.1 Project-Based Work

Either party may terminate a project engagement with 14 days' written notice. This notice period is a formal billing cutoff - it does not require work to continue during that period. Work will cease upon receipt of notice. The Client is liable for all work completed up to the date notice is given, and a final invoice will be issued accordingly. Any deposit paid is non-refundable once work has commenced.

24.2 Rolling Monthly Retainers

Where no minimum term is specified, retainer agreements operate on a rolling monthly basis. Fees are billed on the first of each month. Either party may terminate with 30 days' written notice. The service will remain active and billable until the end of the 30-day notice period. If a billing date falls within the notice period, that month's fee will be charged in the normal way.

24.3 Fixed-Term Retainers

Where a minimum term is stated in the proposal or retainer agreement (for example, 12 or 36 months), the Client is committed to that full term. Early termination within the minimum term will result in the remaining balance of the contracted period becoming immediately due and payable.

At the end of the minimum term, the agreement will automatically convert to a rolling monthly arrangement unless either party provides 30 days' written notice of their intention not to renew, or a new fixed-term agreement is signed.

24.4 Termination for Cause

We reserve the right to terminate any engagement immediately and without notice if the Client acts in bad faith, fails to make payment, or requests work that is unlawful or contrary to our values. In such circumstances, all outstanding fees remain payable in full, including any remaining balance under a fixed-term agreement.

24.5 Data Retrieval & Deletion on Termination

Upon termination of any agreement, the Client is responsible for retrieving any data, content, or files held on our systems before the end of the termination period. It is the Client's responsibility to notify us in advance if they require additional time to complete this process.

Where reasonably practicable, we will assist the Client in retrieving their data. We will provide data in whatever format is most readily available to us - such as a database export, file archive, or document folder - and cannot commit to providing data in a specific format or system of the Client's choosing. A basic data handover is included as part of the termination process. Where a Client requires data in a particular format, migration assistance, or significant preparation time, this may be chargeable at our standard rate, and we will advise the Client of any likely cost in advance.

Unless the Client requests an extension in writing, we will proceed to remove all Client data from our systems at the end of the termination period without further notice. Should an extension be agreed, this will be provided at our standard monthly rate and billed accordingly.

Once data has been deleted, we cannot guarantee that it can be recovered. We accept no liability for any loss arising from the deletion of Client data following the termination of an agreement.

GOVERNANCE

25. Disputes

In the first instance, any concerns or complaints should be raised directly with us in writing. We are committed to resolving issues promptly and will acknowledge any complaint within 5 working days and provide a substantive response within 14 working days.

If a resolution cannot be reached through direct discussion within 30 days of the complaint being raised, the matter may be referred to mediation or the appropriate legal jurisdiction.

This Agreement is governed by the laws of England and Wales. Any legal proceedings shall take place in the courts of England and Wales.

26. Amendments to These Terms

We reserve the right to update these Terms and Conditions from time to time. Where material changes are made, we will notify existing Clients in writing prior to their next billing date, renewal, or new engagement. Continued use of our services or payment following notification constitutes acceptance of the updated terms. The current version of these Terms and Conditions is published on our website at smalltweaks.co.uk and is the version that applies from the point of notification onwards.

27. Entire Agreement

This Agreement, together with any signed proposal, statement of work, or written instruction, constitutes the entire agreement between the parties and supersedes all prior discussions or representations.

28. Severability

If any provision of this Agreement is found by a court or other competent authority to be invalid, unlawful, or unenforceable, that provision shall be deemed modified to the minimum extent necessary to make it enforceable, or severed from the Agreement entirely if modification is not possible. The remaining provisions of this Agreement shall continue in full force and effect.

29. Waiver

No failure or delay by either party in exercising any right or remedy under this Agreement shall constitute a waiver of that right or remedy. A waiver of any breach of this Agreement shall not be construed as a waiver of any subsequent breach. No waiver shall be effective unless made in writing and signed by the waiving party.