ZENTIC·SOLUTIONS

Terms of Business

Shaun Bradley trading as Zentic Solutions

Version 1.3 · effective 2 November 2026

Version 1.3, last updated 2 November 2026

These terms explain how Zentic Solutions works with business clients: how projects are quoted and paid for, who owns the work, and what each of us is responsible for. Each project also has its own Statement of Work (SOW) or quote. Zentic Solutions is not registered for VAT, so no VAT is charged.

1. Who these terms are between

1.1 These terms are between Shaun Bradley, trading as Zentic Solutions, a business based in the Wigan area, email hello@zenticsolutions.co.uk, website zenticsolutions.co.uk ("Zentic", "we", "us"), and

1.2 the client named in the Statement of Work ("you", "the Client").

1.3 These terms apply to every project and service we provide to you, together with the Statement of Work (SOW) or quote that you accept (see the template in Schedule 2). If these terms and an SOW disagree, the SOW wins for that project only, but only where it clearly says it is changing these terms.

1.4 These terms are for business clients. If you are buying as a private individual (a consumer), please tell us before accepting a SOW, because different terms will apply.

2. Quotes, scope and the Statement of Work

2.1 Every project starts with a written quote or SOW that sets out the phase, deliverables, price, milestones, dates and the number of revision rounds.

2.2 Quotes are valid for 30 days from the date on them, unless the quote says otherwise.

2.3 The contract starts when you accept the SOW in writing (email is fine) and we receive the deposit in clause 7.

2.4 We will only do the work described in the SOW. Anything else is a change request (clause 4).

3. Revisions

3.1 Each project includes the number of revision rounds set out in the SOW. If the SOW doesn't say, the default is 2 rounds. For example, the Local Launch Pack includes 2 rounds (1 at design stage and 1 at staging), and the Brand Identity Kit includes 2 rounds on the logo and 1 on the print set (see Schedule 1).
3.2 A "round" means one set of consolidated feedback from you, sent in one message, which we then act on. Please gather feedback from everyone on your side before sending it.
3.3 Revisions must stay within the agreed brief. A new direction, new pages, new features or a change to an approved item counts as a change request.
3.4 Extra rounds are charged at a price we quote, and you approve, before we start them.

4. Change requests

4.1 If you ask for anything outside the SOW, we will send you a written quote for the change (cost and effect on dates) before any work on it starts.
4.2 We only start work on a change after you approve that quote in writing. Approved changes form part of the SOW.

5. Your responsibilities

5.1 You agree to provide, by the dates in the SOW:
(a) content: text, images, logos, menus, prices, product details and anything else we need, in a usable format;
(b) feedback and approvals within 5 working days of us asking, unless the SOW says otherwise; and
(c) access: logins and permissions for your domain, hosting, social accounts, Google Business Profile, payment or booking systems and any other tools we need.
5.2 You confirm that you own, or have permission to use, everything you give us, and that it is accurate and lawful. You are responsible for the legal content of your own site or materials (for example your prices, allergy information, terms and privacy notice), unless the SOW says we will draft them.
5.3 You agree to keep your own copies and backups of your content and data.

6. Timelines and delays

6.1 Dates in the SOW are our best estimate, based on you meeting your responsibilities in clause 5.
6.2 If you are late with content, feedback, approvals, access or payment, the timeline moves by at least the length of your delay, and we may need to fit your project back around other booked work. We are not responsible for delays you cause.
6.3 If a project is paused because of you for more than 30 days, we may invoice for all work done up to that point (clause 18.3) and agree a new start date with you.

7. Prices and payment

7.1 The price for each project is the price in the SOW. Schedule 1 lists our current standard packages and prices as a guide; it may change, but a change never affects an SOW you have already accepted. Prices are in pounds sterling (GBP) unless the SOW states euros (EUR). Zentic is not registered for VAT, so no VAT is charged. If we register for VAT in future, we will tell you in advance and VAT will apply from the registration date to work invoiced after it.
7.2 Default payment stages. Unless the SOW says otherwise, each project or phase is paid in two stages (50 / 50). If the SOW sets a different payment schedule, the SOW schedule applies instead of this default.

Stage	Amount	When it's invoiced
Deposit	50%	When you accept the SOW. Work starts once it is paid.
Handover	50%	At handover (launch or delivery), and before handover of final files, logins or ownership

Example: on a Local Launch Pack quoted at £995 the stages are £497.50 / £497.50.
7.3 Invoices are due within 14 days of the invoice date.
7.4 Phased projects are agreed one phase at a time. Each phase has its own SOW and payment stages. Agreeing to Phase 1 does not commit either of us to later phases.
7.5 Payment is by bank transfer to the account on the invoice. You pay any charges your bank or an intermediary bank makes for sending the money, so that we receive the full invoiced amount.
7.6 Third-party costs that you pay for directly or that we pass on (clause 15) are listed in the SOW.
7.7 Small fixed-price services. For services under £500 (for example a Quick Scan), the SOW may ask for payment in full on booking instead of the two stages in clause 7.2.

8. Late payment

8.1 If an invoice is not paid on time, we may claim statutory interest and fixed compensation under the Late Payment of Commercial Debts (Interest) Act 1998.
8.2 Statutory interest is 8% a year above the Bank of England base rate for business-to-business debts. The base rate used is the one in force on 30 June (for interest that starts to run from 1 July to 31 December) or 31 December (for interest that starts to run from 1 January to 30 June).
8.3 We may also claim a fixed sum for the cost of recovering each late payment: £40 for a debt under £1,000, £70 for £1,000 to £9,999.99, and £100 for £10,000 or more, plus reasonable recovery costs above that sum. These amounts are set by section 5A of the Act.
8.4 We may pause all work (including hosting changes, care plan work and handover) while any invoice is overdue, after giving you 7 days' written notice. Timelines move by the length of the pause.

9. Sign-off and acceptance

9.1 When we deliver a milestone, please review it and either approve it or send your revision round within 5 working days. If you don't respond in that time, or you start using the deliverable live, it counts as approved.

10. Intellectual property (IP)

10.1 Custom deliverables. "Custom deliverables" means the final designs, code, copy, video and other materials we create specifically for you under an SOW. Ownership of the custom deliverables passes to you when you have paid all invoices for that project or phase in full. Until then, we own them and you have a non-exclusive licence to use them for review and, if we have launched, to run them for your business. That licence ends if you don't pay.
10.2 Our pre-existing materials and tools. We keep ownership of everything we owned or created before the project, or create separately from it, including code libraries, templates, components, workflows, automation recipes, prompts, know-how and tools ("Zentic materials"). Where Zentic materials are built into a deliverable, we grant you a non-exclusive, perpetual, worldwide, royalty-free licence to use them as part of that deliverable for your business, starting on full payment. You may not resell or extract them for use separately.

10.3 Third-party, open-source, stock and font assets. Some deliverables include items owned by others, such as open-source software, stock images or video, music, icons, fonts, plugins and themes. These stay under their own licence terms, which you must follow. We will list the main ones in the SOW or at handover. Where a licence must be in your name (for example a paid font or stock licence for your business), the cost is yours and is shown in the SOW.

10.4 AI-generated assets.

(a) Which tools. We may use AI tools to help create images, video, audio, text or code. The tools we currently expect to use are Higgsfield (AI video and images) and other image, text or code assistants. We will name any AI tool used for a deliverable in the SOW or at handover, and tell you in writing which deliverables contain material that was generated by AI (rather than just edited or assisted).

(b) Legal uncertainty. You should know that whether anyone owns copyright in purely AI-generated output is legally uncertain in the UK. The Copyright, Designs and Patents Act 1988 has a rule for "computer-generated" works (section 9(3)), but how it applies to modern AI is unclear, and in March 2026 the UK Government proposed removing that protection for wholly computer-generated works while keeping protection for works created with AI assistance (Report on Copyright and AI, 18 March 2026). The law may change. Other countries treat AI output differently.

(c) What we transfer. For AI-generated material, we transfer to you whatever rights we have in it, on the same terms as clause 10.1. Higgsfield, for example, says in its terms that it does not claim ownership of outputs, does not restrict their commercial use and lets users transfer or sublicense rights to clients (Higgsfield terms, section 4.4). We check each tool's terms at the time of use.

(d) What we warrant. We warrant that: we will use AI tools in line with their terms of use; we will not knowingly prompt a tool to copy an identifiable third party's work, trade mark or likeness without permission; and we will review AI output for obvious problems before delivery.

(e) What we don't warrant. We do not warrant that AI-generated material: is protected by copyright or can be registered; is unique or exclusive to you (the same tool may produce similar output for others); or is free of every possible third-party claim. If exclusivity or a registrable trade mark matters to you (for example a logo), tell us and we will create that item by hand, or with only minor AI assistance, and quote for it.

10.5 You give us a licence to use your logos, content and materials only as needed to do the work.

11. Portfolio

11.1 We may show the finished work (and a short description of the project) in our portfolio, on our website and social media, and in pitches, unless you opt out in writing (email is fine) at any time. If you opt out after something is published, we will remove it within a reasonable time.
11.2 We will never show your confidential information, customer data, internal figures or anything you mark as confidential, and we won't show work before it is public unless you agree.

12. Confidentiality

12.1 Each of us will keep the other's confidential information private and only use it for the project. Confidential information includes business plans, prices, customer and supplier details, logins and anything marked or obviously confidential.
12.2 This does not apply to information that is already public (not through a breach of these terms), that the receiver already had or develops independently, or that must be disclosed by law (in which case the discloser will tell the other party first if allowed).
12.3 This clause continues for 3 years after the project ends, and indefinitely for logins and personal data.

13. Data protection

13.1 Each of us will comply with UK data protection law, including the UK GDPR and the Data Protection Act 2018.
13.2 When we act as your processor. Some work means we handle personal data on your behalf, for example a booking system, contact forms, mailing lists or an automation that moves your customers' details between tools. For that work, you are the controller and we are your processor, and clause 13.3 applies. The SOW will describe: the subject matter and duration of the processing; its nature and purpose; the types of personal data; and the categories of people the data is about.
13.3 When acting as your processor, we will:
(a) process the personal data only on your documented instructions (these terms and the SOW count as instructions), and tell you if we think an instruction breaks data protection law;
(b) make sure anyone we authorise to handle the data is bound by confidentiality;
(c) take appropriate technical and organisational security measures;

(d) only use sub-processors (for example hosting, email or automation platforms) that you have approved in the SOW or in writing, under terms that give equivalent protection, and tell you before adding or replacing one so you can object;
(e) help you, where reasonable, to respond to people exercising their data rights, and with security, breach notification and data protection impact assessments;
(f) tell you without undue delay after becoming aware of a personal data breach affecting your data;
(g) at the end of the work, delete or return the personal data as you choose, unless the law requires us to keep it; and
(h) give you the information you reasonably need to show compliance, and allow reasonable audits on reasonable notice.
13.4 International transfers. Some tools may store data outside the UK. We will list these in the SOW and only use them with appropriate safeguards.
13.5 Where we act as your processor, our Data Processing Agreement (attached to the SOW) applies as well and gives the full Article 28 terms. If the DPA and this clause 13 disagree, the DPA wins.
13.6 You are responsible for having a lawful basis for the processing, for your privacy notice and for any consents needed.

14. Hosting and care plans

14.1 Hosting, maintenance and care plans are monthly, at the price in the SOW (hosting is currently from £30 a month, see Schedule 1), billed monthly in advance.
14.2 Either of us can end a care plan by giving 30 days' written notice. There is no minimum term unless the SOW says otherwise.
14.3 Each care plan lists what's included (for example updates, backups, small edits up to the hours a month stated in the plan). Unused time does not roll over. Extra work is quoted first.
14.4 When a plan ends, and once all invoices are paid, we will help you move your site and domain to you or a new provider. Migration work beyond 1 hour is charged at our hourly rate (stated in the SOW or quoted on request).

15. Third-party services

15.1 Many projects rely on services run by other companies, for example Stripe (payments), EmailJS (contact forms), hosting such as Cloudflare Pages, domain registrars, Google Business Profile, booking tools, social platforms and AI tools.

15.2 Where possible these accounts should be in your name and paid by you directly. You accept their terms and fees.
15.3 We are not responsible for third-party services' outages, price changes, policy changes, account suspensions or data handling, though we will help you deal with them under a care plan or at our hourly rate.

16. Warranties

16.1 We will do the work with reasonable care and skill.
16.2 Bug fixes. If a deliverable doesn't work as described in the SOW, tell us within 30 days of launch or handover and we will fix it free of charge. This doesn't cover problems caused by changes made by you or anyone else, third-party services, new browser or device versions released after launch, or misuse. After that period, fixes are covered by a care plan or charged at our hourly rate.
16.3 We do not promise particular business results, such as search rankings, traffic, sales, savings or social reach. Any return-on-investment figures in an AI audit are estimates based on your own numbers.
16.4 Except as set out in these terms, all other warranties and conditions are excluded as far as the law allows.

17. Limitation of liability

17.1 Nothing in these terms limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot legally be limited.
17.2 We are not liable for: loss of profits, revenue, business, goodwill or data; or any indirect or consequential loss.
17.3 Our total liability to you under or in connection with each SOW, however it arises, is limited to the total fees you have paid under that SOW.

18. Ending the contract

18.1 Either of us can end the contract by written notice if the other seriously breaches these terms and doesn't put it right within 14 days of being asked to, or becomes insolvent or stops trading.
18.2 We may end the contract by written notice if an invoice is more than 30 days overdue.

18.3 If the contract ends for any reason, you pay for all work done up to the end date, at the SOW price for completed milestones and at our hourly rate stated in the SOW (or a fair proportion of the milestone price) for work in progress, plus any third-party costs we have committed to. Except as set out in clause 19.1, the deposit is non-refundable unless we are in breach.
18.4 IP in work not paid for stays with us (clause 10.1). Clauses 8, 10, 11, 12, 13, 17 and 18 continue after the contract ends.

19. Cancelling a phase

19.1 You can cancel a phase that hasn't started by telling us in writing before work begins. If you have paid its deposit, we will refund it less any costs we have already reasonably incurred (for example third-party licences bought for the phase).
19.2 If you cancel a phase that is in progress, clause 18.3 applies to that phase.

20. Events beyond our control (force majeure)

20.1 Neither of us is responsible for delay or failure caused by events outside our reasonable control, such as serious illness, natural disasters, pandemics, war, widespread internet, power or platform outages, or government action. The affected party will tell the other promptly and do what it reasonably can to limit the effect. If the event lasts more than 30 days, either of us can end the affected SOW and clause 18.3 applies.

21. Notices

21.1 Notices under these terms must be in writing and sent by email to the addresses in the SOW (ours: hello@zenticsolutions.co.uk) or by post to a postal address given in the SOW. An email notice is treated as received on the next working day after sending, unless the sender gets a bounce message.

22. General

22.1 Entire agreement. These terms and the SOW are the whole agreement between us for the project and replace anything said or written before. Neither of us has relied on anything not set out in them.
22.2 Changes. Changes to these terms only apply if agreed in writing by both of us.
22.3 Subcontracting. We may use trusted freelancers for parts of the work, but we remain responsible for it and they will be bound by confidentiality.

22.4 Assignment. Neither of us may transfer this contract to someone else without the other's written consent.
22.5 Third parties. Nobody else has rights under these terms.
22.6 Severance. If any part of these terms is found invalid, the rest still applies.
22.7 Governing law. These terms are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

Schedule 1: Price schedule (guide, as at 2 November 2026)

The SOW price is the price that applies (clause 7.1). No VAT is charged because Zentic is not VAT registered. Euro prices are quoted separately in the SOW.

Package	Standard price	Notes
Local Launch Pack	From £995	Up to 5 pages, contact form, basic SEO, Google Business Profile, social graphics. 2 revision rounds (1 design, 1 staging).
Growth site	From £1,495	6 to 12 pages, pages and posts you can edit yourself, booking or third-party integration, privacy-friendly analytics. 3 review rounds.
Brand Identity Kit	From £195	Logo suite, palette and type, short brand guide, social templates and 1 print set. Extra print item sets from £95 each.
Full brand (Brand and launch)	From £300	Everything in the Brand Identity Kit, a fuller guide with tone of voice, signage or vehicle artwork, stationery and document templates, and a launch graphics pack.
AI audit: Quick Scan	£295	1 call, 3 workflows, short report.
AI audit: Full Audit	From £595	1 to 2 weeks, ROI estimates, walkthrough.
Hosting / care	From £30 a month	Monthly, 30 days' notice (clause 14). What each plan includes is set out in the SOW.

Package	Standard price	Notes
Other work (bespoke builds, video, decks, games, automation)	Quoted in the SOW	Fixed price per SOW.

Schedule 2: Statement of Work / Quote (template)

Zentic Solutions · Shaun Bradley · hello@zenticsolutions.co.uk · zenticsolutions.co.uk Not VAT registered: no VAT is charged.

SOW / quote number	ZS-SOW-_____
Date issued	_____
Valid until	_____
Client	Name: _____ Address: _____ Contact: _____
Project	_____
Phase	Phase _____ of _____

Summary of the work

Deliverables

#	Deliverable	Includes	Revision rounds
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____

Not included: _____.

Client provides by: content _____; logins and access _____; feedback within 5 working days of each request.

Price and payment milestones

Milestone	Target date	%	Amount
Deposit on acceptance (work starts when paid)	_____	50%	£
Handover (launch or delivery), before final files and logins	_____	50%	£
Total for this phase	_____	100%	£

The default stages are shown (clause 7.2). Where a different payment schedule is agreed, it is set out here and applies instead of the default.

Invoices are due within 14 days. Ongoing items (not in the total): care plan £ _____ a month, 30 days' notice; third-party costs paid by the client directly: _____.

Data processing (if applicable): subject matter and duration: _____ · nature and purpose:_____ · types of personal data: _____ · categories of people: _____ · approved sub-processors: _____. Or: no client personal data processed.

AI tools used in this phase: _____. Portfolio: we may show this work unless you opt out in writing.

This SOW is governed by the Zentic Solutions Terms of Business version 1.3, which you have received.

Accepted for the Client	Zentic Solutions
Name: _____	Shaun Bradley
Signature / "I accept" email: _____	
Date: _____	