

Terms and Conditions for Web Design Services Using Pre-Built Elementor WordPress Templates

Effective Date: 17.11.2026
Service Provider: Souloneness
Website: souloneness.com
Contact: souloneness2025@gmail.com

These Terms and Conditions ("Terms") govern the provision of web design and development services by Souloneness to the client. By purchasing or accepting our services, you acknowledge that you have read, understood, and agreed to be bound by these Terms.

1. Scope of Services

We provide website design and development services using pre-built Elementor templates for WordPress. Depending on the selected package, our services may include:

- Installation and configuration of WordPress;
- Installation and customization of an Elementor template;
- Configuration of website pages and navigation;
- Replacement of template text, images, colors, fonts, and branding elements;
- Basic responsive adjustments for desktop, tablet, and mobile devices;
- Installation and configuration of agreed plugins;
- Basic shop commercial functionality;
- Basic contact forms and website functionality;
- Website launch assistance.

The precise services included will be specified in the applicable quotation, proposal, order, or service package description ("Project Scope").

Any service not expressly included in the Project Scope will be treated as an additional service and may incur additional fees.

2. Use of Pre-Built Templates

The Client acknowledges and agrees that the website will be based on a pre-built Elementor WordPress template. Accordingly:

- The final website may retain certain structural, visual, or functional elements of the selected template;
- Customization will be limited to the options and features reasonably supported by the template, Elementor, WordPress, and the agreed plugins;
- The final design may not be entirely unique or created from the ground up;
- Template limitations, compatibility issues, or third-party restrictions may affect the final result;
- We do not guarantee that every template feature will be suitable for the Client's specific requirements.

Where applicable, the Client is responsible for purchasing or providing any required template, Elementor Pro license, stock images, fonts, plugins, or other third-party materials unless otherwise stated in writing.

3. Client Responsibilities

The Client agrees to:

- Provide accurate and complete content, including text, logos, images, videos, product information, and contact details;
- Provide all required access credentials in a timely and secure manner;
- Ensure that all submitted materials are legally owned or properly licensed;
- Review project materials and provide feedback within the agreed timeframe;
- Identify one authorized person responsible for providing instructions and approvals;
- Maintain valid hosting, domain, WordPress, Elementor, plugin, and other required licenses;
- Ensure that the website content complies with all applicable laws and regulations.

Delays caused by missing content, incomplete information, late feedback, unavailable access credentials, or failure to provide approvals may extend the project timeline.

4. Content and Materials

The Client retains ownership of content and materials supplied by the Client, subject to any third-party rights.

The Client grants us a limited, non-exclusive right to use, reproduce, modify, and display such materials solely for the purpose of providing the services.

We may use temporary placeholder content, images, icons, or other materials during development. The Client is responsible for replacing or licensing any temporary materials before the website is published, unless the Project Scope expressly includes such licensing.

We may refuse to use content that is unlawful, defamatory, misleading, infringing, offensive, or otherwise inappropriate.

5. Third-Party Services and Licenses

The website may depend on third-party services, including WordPress, Elementor, hosting providers, domain registrars, plugins, themes, payment gateways, email services, analytics tools, and stock content providers.

We are not responsible for:

- Changes to third-party pricing, licensing, availability, or functionality;
- Third-party service interruptions or failures;
- Plugin or theme conflicts caused by updates or external services;
- Suspension or termination of third-party accounts;
- Licensing or renewal fees unless expressly included in the Project Scope.

The Client is responsible for maintaining all third-party licenses and subscriptions after project completion.

6. Project Timeline

We will provide an estimated project timeline where reasonably possible. All timelines are estimates unless expressly agreed otherwise in writing.

The timeline may be affected by:

- Delayed receipt of content or approvals;
- Changes to the Project Scope;
- Third-party service issues;
- Technical problems beyond our reasonable control;
- Delays caused by the Client or other contractors.

We reserve the right to revise the delivery date where the Client causes or contributes to a delay.

7. Revisions and Approvals

Unless otherwise stated in the Project Scope, the Client is entitled to 5 rounds of reasonable revisions.

A revision means a reasonable adjustment to the agreed design or content. Revisions do not include:

- A complete change of template;
- A change to the original design direction;
- New pages or features;
- Rewriting substantial amounts of content;
- Rebuilding the website from scratch;
- Changes requested after final approval.

Additional revisions or work outside the Project Scope may be charged at our prevailing hourly rate or quoted separately.

The Client must review and approve the website within 2 business days of receiving a review link or draft. If no response is received within that period, the work may be considered approved for scheduling and billing purposes.

8. Changes to the Project Scope

Any request that changes the agreed Project Scope may require:

- A revised quotation;
- Additional fees;
- An amended delivery schedule;
- Written approval from both parties.

We are not required to begin additional work until the Client accepts the revised scope and, where applicable, pays the required deposit or additional fee.

9. Fees and Payment

In consideration for the Services, the Client shall pay the Designer in advance, either upon booking or in accordance with the agreed payment schedule. Payments may be made via Stripe or PayPal. All fees are non-refundable, except in exceptional circumstances, which must be discussed and agreed with the Designer in advance.

- Payments are non-refundable once the corresponding work has commenced, except where required by law.

If payment is overdue, we may suspend work, withhold delivery, restrict access to project files, or delay launch until all outstanding amounts are paid.

The Client is responsible for any applicable taxes, transaction charges, currency conversion fees, or payment processing fees.

10. Cancellation and Termination

Either party may terminate the project by providing written notice if the other party materially breaches these Terms and fails to remedy the breach within a reasonable period.

If the Client cancels the project:

- The deposit and fees for work already completed will generally be non-refundable;
- The Client must pay for all work performed and approved expenses incurred up to the termination date;
- Any completed materials may remain unavailable until all outstanding fees are paid;
- Third-party license or subscription costs may not be refundable.

We may terminate or suspend services if the Client fails to make payment, provides unlawful content, repeatedly delays the project, or behaves in an abusive or inappropriate manner.

11. Website Launch and Handover

The website will be launched or transferred after:

- The Client has approved the final website;
- All required content and information have been supplied;
- The Client has paid all outstanding invoices;
- Required hosting, domain, and third-party accounts are available and correctly configured.

After handover, the Client is responsible for website administration, content updates, backups, security, and ongoing maintenance unless a separate maintenance agreement has been signed.

12. Maintenance and Support

Unless expressly included in the Project Scope, ongoing maintenance and support are not included.

Maintenance services may include:

- WordPress, Elementor, theme, and plugin updates;
- Security monitoring;

- Backups;
- Content changes;
- Troubleshooting;
- Performance optimization;
- Compatibility adjustments.

Such services may be provided under a separate agreement or charged at our current rates.

We are not responsible for issues caused by unauthorized changes, third-party updates, hosting problems, malware, security breaches, or the Client's failure to maintain the website.

13. Intellectual Property

Upon full payment, the Client will own the final website content and custom materials created specifically for the Client, subject to third-party rights and the limitations below.

The following remain the property of their respective owners or of **[Company Name]**, as applicable:

- Pre-built templates;
- Elementor and WordPress software;
- Third-party plugins and themes;
- Stock images, fonts, icons, and other licensed materials;
- Pre-existing tools, code, systems, methods, and frameworks;
- Reusable design elements or development resources.

The Client receives only the rights granted by the applicable third-party licenses. No ownership transfer is made in relation to third-party materials.

14. Portfolio and Promotional Use

Unless the Client requests otherwise in writing before project completion, we may display the completed website, screenshots, project description, and the Client's business name or logo in our portfolio, website, social media, and promotional materials.

The Client may request that confidential or sensitive information not be disclosed.

15. Website Compliance

The Client is solely responsible for ensuring that the website complies with applicable laws and regulations, including those relating to:

- Privacy and data protection;
- Cookies and tracking technologies;
- Accessibility;
- Consumer protection;
- E-commerce;
- Advertising and marketing;
- Copyright and intellectual property;
- Industry-specific requirements.

We do not provide legal advice. The Client should obtain independent legal advice regarding privacy policies, terms of use, cookie notices, disclaimers, accessibility, and other legal requirements.

16. Warranties and Disclaimers

We warrant that our services will be performed with reasonable care and skill. Except as expressly stated, all warranties, conditions, and representations are excluded to the fullest extent permitted by law. We may provide further web development services upon request, subject to separate specifications, timelines, fees, and mutually agreed terms.

Key Clauses for Download Digital Products Services and E-Books

• Licence Type: Grant a non-exclusive, non-transferable licence for the customer to use the digital file (e.g., personal use vs. commercial use).

• Licence Restrictions: Prohibit the customer from redistributing, reselling, sub-licensing, or reverse-engineering the digital product.

• Delivery & Access: Explain how the digital file is delivered (e.g., instant download link, email delivery) and how long the link remains active.

• Refunds and Cancellation (UK Consumer Rights): Under UK rules, consumers generally have a 14-day cooling-off period for distance sales, which is typically waived or lost once a digital download or streaming has actively started with the consumer's consent.

• Defect Remedies: If digital content is faulty, consumers have rights to repair, replacement, or a price reduction under the Consumer Rights Act 2015.

• Liability Limitations: Cap the seller's total liability to the amount paid for the product and disclaim indirect or consequential losses.