



+ A website designed, written and built by one person

Website Project Agreement

Scope, price and dates, and what you own, in one document you can read twice before you sign.

Between

GrowMint Media (proprietor Aditya Vashistha), trading as quietlybuild

And

[Client legal name]

For the website of

[Business name]

Following the Site plan

Delivered [date]

Price

Fixed: the Site plan,
then three payments
(Schedule 2)

Agreement dated

[date of last signature]

What you are agreeing to, in one page.

A plain summary, to read first. It is not a clause. If this page and a clause ever differ, the clause wins.

i. One person makes the whole site.

I work out the structure, decide every word, design it for desktop and phone, and build it on your domain, with no page builder. I check every line myself. The pages are listed in Schedule 1. Nothing is subcontracted, except an Arabic translation, which a professional translator does.

[Schedule 1](#) · [Clause 18.3](#)

ii. One fixed price, the Site plan first.

US\$7,500, fixed in your currency when you sign (in New Zealand and the Gulf, in US dollars; in India, the rupee price plus GST). The Site plan you paid for counts in full; then three payments.



☒ Site plan ☐ Book ☒ Design ☐ Launch

[Schedule 2](#)

iii. Dates you can hold me to.

The dates start when the booking payment clears. They hold if your feedback reaches me within three working days. If I cause a delay, I tell you the same day, with a new date.

[Clause 2](#) · [Schedule 1, part 5](#)

iv. What I need from you.

One decision-maker, answers to my questions, and corrections to the words I write. You check every fact about your business before it goes live.

[Clauses 3 and 6](#)

v. Two rounds, twice.

Two rounds of changes on the design and two on the built site, each from one list. Fixing something I got wrong never uses up a round.

[Clause 4](#)

vi. Yours from day one, and yours in full.

Your domain and every file are yours from the first day. The hosting goes into your name at launch. When your final payment reaches me, I assign you all rights in the site, worldwide and for good.

[Clauses 7 and 8](#)

vii. Thirty days of fixes.

Fixes and small changes for 30 days after launch, included. Nothing after the 30 days is included in this price. Any later work is agreed and priced separately, in writing.

[Clause 11](#)

viii. What I do not promise.

No rankings, enquiries or sales figures, and no guarantee that your regulator will be satisfied. I will not write a promised outcome or invent a review.

[Clause 12](#)

ix. If you stop part-way.

Tell me in writing. You pay for the work done to date, and keep everything done so far once it is paid. Before you approve the design, that is the Site plan and the booking payment, and nothing more.

[Clause 14](#)

x. If I cannot work.

If I cannot work for more than five working days in a row, I tell you the same day, and the dates move day for day.

[Clause 15](#)

Your site goes in my portfolio only if you say yes in writing, in Schedule 1, part 8. Saying no changes nothing else.

Who is agreeing with whom.

Me		You	
GrowMint Media		[Client legal name]	
Proprietor	Aditya Vashistha, who contracts personally: a sole proprietorship is not a company	Trading as	[business name, if different]
Trading as	quietlybuild (quietlybuild.in), GrowMint Media's website studio	Type	[company, LLP, partnership or sole trader; country; registration number]
Address	[address on the GST certificate]	Address	[registered address]
GSTIN	03BSHPV8130J1ZH	Tax number	[VAT, GST, ABN or NZBN, if any]
Udyam	UDYAM-PB-11-0051525	Decision-maker	[name and role]
Email	hello@quietlybuild.in; invoices only from aditya@growmintmedia.in	Email	[decision-maker's email, for notices]
WhatsApp	+91 62399 02728	Phone	[phone or WhatsApp]
In this agreement "I", "me" and "my" mean Aditya Vashistha, as the proprietor of GrowMint Media, trading as quietlybuild.		In this agreement "you" and "your" mean the client named here.	

Background Why this agreement exists

- A** I design, write and build websites as quietlybuild, the website studio of GrowMint Media.
- B** You want a website for **[business name]**. On **[date]** I delivered your Site plan for it (the **Site plan**), which you paid for under the Site plan terms and have read.
- C** This agreement turns the Site plan into terms we both sign, to build the site. Schedule 1 describes the website. Schedule 2 sets out the price and how it is paid. Clauses 1 to 18 say how we work, what you own, and what happens if either of us has to stop.

Contents In this agreement

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The website.

What I make, what is and is not included, what I need from you, and the dates.

1 The site

For	[business name]
Domain	[domain, for example example.co.uk]
Pages	[n] pages, listed in part 2. Up to 12 pages are in the price (up to 8 for a client in India).
Language	English only

2 The pages

No.	Page	What it has to do
01	[page]	[what it has to do]
02	[page]	[what it has to do]
03	[page]	[what it has to do]
04	[page]	[what it has to do]
05	[page]	[what it has to do]
06	[page]	[what it has to do]
07	[page]	[what it has to do]
08	[page]	[what it has to do]
09	[page]	[what it has to do]
10	[page]	[what it has to do]

A page beyond this list is new work at US\$400 a page, writing included (for a client in India, a rupee price per page, plus GST), and an Arabic version of the whole site is US\$2,000, fixed: translated by a professional human translator (the fee is included), laid out right to left, checked on a phone and approved by you; it adds about two weeks. Any other language is new work with a written price (clause 4.5).

3 What is included

Site plan	The list of pages, the structure of every page and the first words of the home page, already delivered. Any change to it is agreed with you in writing before any design starts.
The writing	All of it. You do not send me copy. The words come from me, drafted from our call and your answers, and you correct them. I decide every word and check every line.
Design	For desktop and for a phone, for every page in part 2.
The build	Custom-coded, no page builder, on your own domain.
Speed and search	The things Google checks, done as part of the build and not sold separately.
A shot list	For your photographer, so the pictures you take are the ones the pages need.
Changes	Two rounds on the design and two on the built site, each from one list from you (clause 4).
After launch	Fixes and small changes for 30 days after the site goes live (clause 11).

4 What is not included

- Photography, illustration, stock images and paid fonts. If the design needs them, you license them directly and approve the cost first.
- Your domain and hosting. The domain stays in your name, and the hosting goes into your name at launch. Each is billed to you directly (clause 7).
- Legal text for your privacy and terms pages. Your lawyer writes it; I build the pages.
- Ongoing marketing, ads, SEO campaigns or content after launch.
- E-commerce, logins, or anything that needs a database. Linking the booking system or client portal you already use is included, as a link or button that opens it; a technical integration with it, or building one, is not.
- More pages than part 2 lists (US\$400 a page, writing included; in India, a rupee price per page, plus GST), or a second language (an Arabic version is US\$2,000, fixed: part 2).
- Maintenance after the 30 days end, unless you choose Care (clause 11.6).

Anything new gets a written price before I start it. Nothing gets built on a conversation.

5 The dates

Stage	Date	What happens then
Site plan	[date]	Delivered before this agreement. Yours to keep.
Start	[date]	Once the booking payment has cleared.
Structure confirmed	[date]	The Site plan's structure, with any change agreed in writing, before any design begins.
Design approved	[date]	The design payment is invoiced.
Live	[date]	The launch payment is invoiced the same day.

These dates assume your feedback reaches me within three working days at each stage. Clause 2 says what happens when it does not.

6 What you will give me

- ✓ Answers to my questions, and your corrections to the words, within three working days at each stage.
- ✓ Your logo files, and any colours or typefaces you already use.
- ✓ Photographs you own or have licensed, or a photographer working from my shot list:
- ✓ The facts only you can confirm:
- ✓ Access to your domain registrar now, and to your hosting account by launch, through logins of your own:
- ✓

7 Personal data (clause 10)

- ☐ I will not handle personal data for you, beyond our own correspondence.
- ☐ I will handle personal data for you, and we signed my Data Processing Addendum on .

8 Portfolio (clause 8.9)

- ☐ No. Do not show the site or name us.
- ☐ Yes, with our name and a link, once the site is live.
- ☐ Yes, without our name, described as

A credit line in the site's footer, "Site by quietlybuild":

- ☐ Yes
- ☐ No

Price and payment.

One fixed price for the whole site: the Site plan you have paid for, then three payments. It is not charged by the hour or by the month.

1 The price

US\$7,500

Fixed, for the whole website: structure, words, design and build. Clients in India pay the rupee price below, plus GST.

- ☐ Outside India. US\$7,500, fixed, for the whole site.
- ☐ In India. ₹[amount], fixed, for the whole site, plus GST at 18%.

Outside India, the schedule in part 2:

- ☐ Standard ☐ A founding place

2 The payments

Payment	Standard	Founding place	In India, before GST	Invoiced	Due
1· Site plan 10%, already paid	US\$750	US\$750	₹ [amount] (10%)	Before this agreement, under the Site plan terms.	Paid.
2· Book the build 40%, or 20% for a founding place, less the Site plan	US\$2,250	US\$750	₹ [amount] (30%)	On signing this agreement. It books the slot.	On receipt. No slot is held, and no date runs, until it clears.
3· Design approved 40%	US\$3,000	US\$3,000	₹ [amount] (40%)	The day you approve the design.	14 days from the invoice date.
4· Launch 20%, or 40% for a founding place	US\$1,500	US\$3,000	₹ [amount] (20%)	The day the site goes live.	14 days from the invoice date.
Total 100%	US\$7,500	US\$7,500	₹ [amount] + GST		

The Site plan, and a founding place

The Site plan (the list of pages, the structure of every page and the first words of the home page) is yours to keep (clause 8.1). Its fee counts in full towards the price if this agreement is signed within six months of its delivery. A founding place is for the first three clients outside India who sign this agreement with one from 1 October 2026: the price and the work are the same, and in return I may publish a case study of your site that names your business, in words you approve first, and you take one reference call from someone thinking of hiring me. A client in India pays the standard shares of the rupee price.

3 Currency, outside India

The price is set in US dollars so there is one price list for everyone. Your price in your currency is fixed on the day you sign this agreement, at the rate below. Every invoice under it is in that currency, and does not move with the exchange rate afterwards. The booking payment is its share of that price, less what you paid for the Site plan. In New Zealand and the Gulf your price stays in US dollars, and every invoice is in US dollars.

Your price: [currency and amount], at [rate] per US\$1, from [source], on [date of signing] (in New Zealand and the Gulf: US\$7,500)

4 How to pay

By an ordinary bank transfer in your own currency to GrowMint Media's local account in your country, so that no international wire is needed; or by Wise. In New Zealand and the Gulf, you pay in US dollars by bank transfer or Wise. Pay to the details printed on the invoice, and only those details.

Payment details

Payment details only ever come from aditya@growmintmedia.in, and they never change by email. If a message says they have, WhatsApp me before you pay.

A local transfer costs you what your bank charges for a domestic payment. If you send an international transfer instead, your bank's charges, and any intermediary bank's, are yours. Invoices are paid in full, without deduction other than tax a law requires you to withhold. If you must withhold, tell me before your first payment so that I can send the documents that reduce or remove it, and send me the withholding certificate within 30 days of paying.

5 Late payment

If the design or launch invoice is not paid by its due date, I may pause work until it is settled, and every date after the pause moves by its length. An invoice still unpaid 30 days after its due date is a material breach under clause 14.7.

6 Tax, for clients outside India

I do not charge Indian GST. This is an export of services from India, zero-rated under section 16 of the Integrated Goods and Services Tax Act 2017 and invoiced under a Letter of Undertaking. That depends on the business receiving the services being outside India and paying in a foreign currency, so tell me before you sign if it is in India. If your country taxes imported services, for example by reverse charge, you account for that under your own rules.

7 Tax, for clients in India

Clients in India are invoiced in rupees, at the price in part 1, in the shares in part 2, plus GST at 18% (SAC 998314): CGST and SGST at 9% each if you are in Punjab, or IGST at 18% anywhere else in India. If your business is registered for GST, give me your GSTIN and it goes on every invoice, so that you can claim the GST as input credit.

I am registered under Udyam as a micro enterprise (UDYAM-PB-11-0051525), so the Micro, Small and Medium Enterprises Development Act 2006 applies: payment within the agreed period, and at most 45 days.

8 Invoices

Every invoice comes from GrowMint Media, naming me, Aditya Vashistha, as its proprietor, with the address and GSTIN, and is numbered in one unbroken series (QB/2026-27/001 onwards, restarting each 1 April). Invoices are sent only from aditya@growmintmedia.in.

9 Costs that are not in the price

Domain, hosting, paid fonts, photography, stock images and any other third-party cost are billed to you directly by the provider, in your name. I add nothing to them, and I buy nothing on your behalf without your written approval of the cost. The hosting is billed to you from launch, when it goes into your name; the preview before then costs you nothing (clause 7.2).

10 New work

Anything outside Schedule 1 gets a written, fixed price, and its effect on the dates, before I start it. Unless that price says otherwise, it is invoiced when the work is done and due 14 days later.

SPECIMEN

How we work, clause by clause.

These clauses carry the terms published on quietlybuild.in/terms, and add what a signed agreement needs. If this agreement and that page ever differ, this agreement wins.

+ 01

This agreement

- 1.1 This agreement is these clauses, Schedules 1 and 2, and the Site plan. If the Site plan differs from the clauses or the Schedules, the clauses and the Schedules win.
- 1.2 It starts on the date of the last signature. It ends when the 30 days after launch are over and every invoice is paid, or earlier under clause 2.5, 14 or 15. Clauses 8, 9, 10, 12, 13, 14, 16, 17 and 18, and Schedule 2 for any invoice still to be paid, carry on after it ends.
- 1.3 In this agreement, a **working day** is Monday to Friday, except public holidays where the person who has to act is based. **In writing** includes email and WhatsApp, except for formal notices under clause 16. The site **goes live** when it is published on your domain and anyone can open it. The design is **approved** when you tell me in writing that it is.
- 1.4 **If the Site plan is no use to you.** Under the Site plan terms: if the Site plan is no use to you, tell me within 7 days of receiving it and the US\$750 comes back in full. Once per business. Signing this agreement ends that promise, because you sign it to build from the Site plan. If the US\$750 came back to you, it does not count towards the price in Schedule 2.

+ 02

Dates and how we work

- 2.1 Work starts, and the dates in Schedule 1 run, once the booking payment has cleared. I build one site at a time, so the date we agree is a date I can keep.
- 2.2 The dates assume your feedback reaches me within three working days at each stage. Later than that, every date after it moves by the same number of days.
- 2.3 If I cause a delay, I tell you the same day, with a new date.
- 2.4 The studio keeps fixed hours: 15:15 to 19:00 India time, Monday to Friday. In London that is 10:45 to 14:30 in summer and 09:45 to 13:30 in winter. Calls can also be held on Tuesday and Thursday at 06:00 and on Thursday at 19:30 India time, and WhatsApp calls are welcome in studio hours. Outside those hours we work by email and WhatsApp, and I reply within one working day.
- 2.5 If I am waiting on you, for example for answers, for material, or for the go-ahead to put an approved site live, and I hear nothing from you for 10 working days, I write to tell you. If 15 working days pass without a reply, your slot is released: the build pauses and the dates in Schedule 1 fall away. When you are back, the build restarts in my next free slot, with new dates we agree in writing. Nothing is ever approved by silence: a stage is approved only when you approve it in writing (clause 5.1). If the pause lasts more than 60 days, either of us may end this agreement, and clause 14.2 applies as if you had stopped.

+ 03

What you do

- 3.1 You name one decision-maker in the parties section. I act on their answers, feedback and approvals. If you change the decision-maker, tell me in writing.
- 3.2 You give me the answers, material and access listed in Schedule 1, part 6. Please send them, and your feedback, within three working days at each stage. If they arrive later, clause 2.2 applies and the dates move. Nothing else follows from it, apart from clause 2.5 after a long wait.
- 3.3 You collect your team's views before you send feedback, so that each round is one list.
- 3.4 You check every fact about your business before it goes live (clause 6.2).

+ 04

Rounds of changes

- 4.1 You have two rounds of changes on the design and two on the built site.
- 4.2 A round is one list of changes from your decision-maker, sent in one message or one document. It can cover the words and the design together. I make the changes on the list and send the result back.
- 4.3 Fixing something I got wrong does not use up a round: a fact I recorded wrongly, something that does not work, or anything that does not match what you have already approved.
- 4.4 The structure is the one in the Site plan, with any change we agree in writing before any design begins. Once confirmed, it is what the design and the build follow.
- 4.5 A change is new work, not a round, if it adds a page, a feature or a second language; removes or reorders pages in the agreed structure; asks for a new design direction once the design is approved; or arrives after the last round. Changes to the words and to the details of the design on the built site are not new work: they are what the built-site rounds are for. New work gets a written price, and its effect on the dates, before I start it (Schedule 2, part 10). An added page is US\$400, writing included (for a client in India, a rupee price, plus GST). Nothing gets built on a conversation.

+ 05

Approvals

- 5.1 You approve three things in writing: the structure, as the Site plan sets it out or as we change it, before any design begins; the design, which is when the design payment is invoiced; and the built site, before it goes live.
- 5.2 When you approve the built site, I put it live on your domain and send the final invoice the same day.
- 5.3 Nothing goes live that you have not read and approved. If you ask me to hold the launch, or it waits on something only you can do, such as pointing your domain, the final invoice still waits for the day the site goes live; clause 2.5 covers a long wait.

+ 06

Words,
photographs
and facts

- 6.1 All of the words come from me, drafted from our call and your answers. I decide every word and check every line (clause 11.3). You do not send me copy. You correct what I write, line by line.

- 6.2 You are responsible for every fact about your business on the site: for example your licence or registration number and the link to the register, your fees, your services, your qualifications, and any statement about past results. You confirm them before launch.
- 6.3 When you give me logos, photographs, documents, names or quotations, you confirm that you have the right to use them on the site and that anyone named or pictured has agreed. I do not publish your staff's names or photographs without their consent.
- 6.4 If the design needs photography, illustration, stock images or paid fonts, you license them directly, in your name, and approve the cost first. I write the shot list; your photographer takes the pictures.
- 6.5 Your lawyer writes the legal text for your privacy and terms pages. I build the pages it goes on.

+ 07

Your domain,
hosting
and accounts

- 7.1 Your domain and every file are yours from the first day. The domain stays registered in your name and is billed to you directly. You can have a full copy of the files whenever you ask. The copies are yours to keep, and the rights in them pass to you as clause 8 sets out.
- 7.2 The hosting goes into your name at launch. Until then I may run the site on a private preview address in my own hosting account, at no cost to you. At launch I set the site up in a hosting account in your name, or transfer the preview into it, and from then on the hosting is billed to you directly. Where an account does not exist yet, you open it in your name, on your own payment method, and I tell you exactly what to choose. You give me access through my own login or a team seat where the service allows it, not your password, and you can remove that access at any time.
- 7.3 The site is custom-coded HTML and CSS, with any small scripts it needs, and no page builder, no framework and no licence to renew, so any competent developer can pick it up.
- 7.4 At launch I hand over the complete set of files and a short note listing every account the site uses and every third-party licence in it.
- 7.5 I remove my access when the 30 days after launch end, or sooner if you ask. Nothing is held back if we part ways.

+ 08

What you own

- 8.1 The Site plan, which you paid for before this agreement, is yours to keep, whether or not I go on to build the site. To the extent the Site plan terms have not already assigned it to you, I assign it to you on the terms in clause 8.3 when this agreement is signed.
- 8.2 When your final payment reaches me, I assign to you all rights in the finished website, including copyright: the words, the design, the code, the shot list, and every file I made for it.

- 8.3 Each assignment under this clause is worldwide, for the full term of copyright including any renewals, irrevocable, and in all media, including media not yet known. It does not lapse if you do not use any part of it within a year, or at all; section 19(4) of the Copyright Act 1957 does not apply. The duration and territory are stated here so that the defaults in sections 19(5) and 19(6), of five years and India only, do not apply. The fees in Schedule 2 are the full payment for it.
- 8.4 If you stop part-way, everything you have paid for is assigned to you on the same terms when that payment reaches me.
- 8.5 Until the final payment reaches me, you may use what I send you to review it and, once the site is live, to run it on your domain. That licence becomes the assignment in clause 8.2 when the final payment reaches me. A late invoice does not end it. I never take the site down, or touch your accounts, to get an invoice paid.
- 8.6 I will not assert my moral rights against changes you later make to the site, or against its use without credit to me.
- 8.7 General methods, and small pieces of code I used before or use for other clients, stay mine. Where they are part of your site, you have a worldwide, royalty-free, irrevocable licence to use, copy and change them as part of the site, for the full term of copyright.
- 8.8 Typefaces, stock images and any third-party code stay under their makers' licences and are licensed to you directly, not by me. The handover note lists each one.
- 8.9 I show your site in my portfolio only with your written permission, given in Schedule 1, part 8, or later by email. You can say no without it changing anything between us. You can change your answer at any time in writing, and I then remove the material within 14 days. I never show anything confidential, anything not yet public, or any detail of your own clients.
- 8.10 After the final payment I sign any short confirmation of this assignment that you reasonably need, for example to record your ownership or register a trade mark. You pay any official fees.

+ 09

Confidentiality

- 9.1 Each of us keeps the other's non-public information confidential and uses it only for this project. That means anything about the other's business, clients, finances or people that is not public, and anything marked confidential.
- 9.2 Information is not confidential if it is public, other than through a breach of this clause; if the one receiving it already knew it; or if they received it lawfully from someone else. Either of us may disclose what a law or a regulator requires, after telling the other where the law allows.
- 9.3 This clause lasts while we work together and for three years after this agreement ends. For personal data, it lasts for as long as the information stays confidential.
- 9.4 When the project ends, each of us returns or deletes the other's confidential information on request, except copies we must keep for legal, tax or accounting records, which stay confidential.

+ 10

Personal data

- 10.1 Each of us complies with the data-protection law that applies to it.

- 10.2 I build and test with sample data wherever I can. I do not need, and you should not send me, your own clients' files, case notes or identity documents.
- 10.3 I handle your details and your staff's, such as names, emails, messages and invoices, as my privacy notice at quietlybuild.in/privacy says.
- 10.4 If the UK GDPR or the EU GDPR applies to you, and I will handle personal data on your behalf, for example enquiries that reach the site's form while I build and test it, we sign my Data Processing Addendum before any of it reaches me. On data protection, the Addendum wins over this agreement. Schedule 1, part 7 records whether it applies.
- 10.5 Services that sit in your own accounts, such as your hosting or a form service, work for you under your own contract with them.

+ 11

Skill, and thirty days of fixes

- 11.1 I do the work with reasonable skill and care.
- 11.2 The words, design and code I create for you are my own work, apart from what you give me and the third-party material in clause 8.8. As far as I know, using them as this agreement intends does not infringe anyone's copyright.
- 11.3 As my privacy notice says, software tools, including AI tools, help me draft and build. What you send me may pass through them; I read and check everything they produce, and nothing is sold. No transcription or machine translation service gets anything of yours.
- 11.4 For 30 days after the site goes live, I fix anything that does not work as approved, and make small changes, at no charge. A small change is an edit to the words, a swapped photograph, a corrected link, or anything of that size. A new page, a new section or a new feature is new work (clause 4.5).
- 11.5 During those 30 days I reply within one working day. Nothing after the 30 days is included in this price. Any later work, including Care, is agreed and priced separately, in writing.
- 11.6 After the 30 days you may choose Care: US\$150 a month (or the rupee price I quote, plus GST), monthly and in advance, with no lock-in, on the Care terms published at quietlybuild.in/terms on the day you say yes, which I send you as a PDF so that the version is fixed. Without Care, small changes start at US\$100, priced in writing before I start. Clauses 9, 10, 12 and 13 apply to Care and to small changes as they do to the build.

+ 12

What I do
not promise

- 12.1 I do not promise search rankings, enquiries, calls, bookings or sales, or any figure for them.
- 12.2 I am not a lawyer, an immigration adviser or any other kind of regulated adviser, and nothing I write is legal or professional advice. I read the rules your business is held to and tell you when something reads like a promise. That is care taken, not certification. Compliance with your regulator's rules stays with you.
- 12.3 I will not write a success rate, an approval rate, or any sentence that promises an outcome. I will not invent a review, a client, a figure or a credential.
- 12.4 I do not control your registrar, your host, Google or any other outside service, and I do not promise that they will keep working the same way after launch.
- 12.5 Apart from what this agreement says, every other promise, warranty or condition is excluded, as far as the law allows.

+ 13

Liability

- 13.1 Neither of us is liable to the other for indirect or consequential loss, or for loss of profit, revenue, business, goodwill or data, however it arises.
- 13.2 Each of us is liable to the other, in total, for no more than the fees paid under this agreement. This does not limit your duty to pay invoices that are due.
- 13.3 Nothing in this agreement limits liability for fraud, for deliberate wrongdoing, or for anything else the law does not allow to be limited.
- 13.4 If someone claims that material you gave me, or a fact you approved, infringes their rights or is untrue, you deal with the claim and cover my reasonable costs of it. If someone claims that words or design I created copy their work, I deal with the claim at my cost and replace the material. Both are subject to clause 13.2.

+ 14

Stopping part-way

- 14.1 You may stop at any time. Tell me in writing, by email or WhatsApp. It takes effect when your message reaches me; I confirm by email within one working day.

- 14.2 You then pay for the work done to date, worked out by stage:

When you stop

What you pay in total

Before you approve the design

The Site plan and the booking payment only. Nothing more is due. The Site plan, and the words written so far, are yours.

After you approve the design, before the site goes live

Everything up to and including the design payment (80% of the price, or 60% for a founding place), plus the launch payment in proportion to the pages I have built and sent you, out of the pages in Schedule 1.

For example, on a ten-page site, stopping after I have built and sent you four pages costs 80% of the price plus four tenths of the final 20%: 88% in all, or US\$6,600 at US\$7,500. With a founding place it is 60% plus four tenths of the final 40%: 76% in all, or US\$5,700.

- 14.3 Within five working days of your message I send a final invoice, with a list of what has been done. It is due 14 days from its date, and what you have already paid counts towards it.
- 14.4 When that payment reaches me, everything done so far is yours under clause 8.4, and I hand over every file within five working days.

- 14.5 If I miss a date in Schedule 1 by more than 10 working days for reasons within my control, you may end this agreement by notice. You then pay nothing more, and everything done so far is assigned to you on the terms in clause 8.3.
- 14.6 If I have to stop for good, for example through long illness, I tell you in writing, hand over everything done so far, and refund whatever you have paid beyond the work done to date, worked out as in clause 14.2. Everything done so far is then assigned to you under clause 8.3.
- 14.7 Either of us may end this agreement by notice if the other commits a material breach of it and does not put it right within 10 working days of being told in writing. An invoice still unpaid 30 days after its due date is a material breach. If you end this agreement for my breach, you pay only for the work done to date, and I refund anything you have paid beyond that.

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Illness and events
outside our control

- 15.1 If I cannot work for more than five working days in a row, I tell you the same day, and the dates move day for day.
- 15.2 If that lasts more than 20 working days in a row, you may end this agreement by notice. You then pay only for the work done to date, worked out as in clause 14.6, and I refund anything you have paid beyond that.
- 15.3 Neither of us is responsible for a delay caused by events outside our reasonable control, such as natural disaster, epidemic, war, civil unrest, government action, or a regional failure of power or the internet. The one affected tells the other promptly and does what they reasonably can to limit the effect, and the dates move by the length of the event. This does not excuse paying an invoice, unless the banking system needed to pay it is not working.
- 15.4 If such an event lasts more than 30 days, either of us may end this agreement by notice, and clause 15.2 applies to what is paid.

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Notices

- 16.1 Day-to-day answers, feedback and approvals may be sent by email or WhatsApp.
- 16.2 A formal notice, meaning a notice that ends this agreement under clause 2.5, 14.5, 14.6, 14.7, 15.2 or 15.4, a claim or a dispute, must be sent by email: to me at hello@quietlybuild.in, and to you at the decision-maker's email in the parties section. My formal notices to you come from aditya@growmintmedia.in. Its subject line starts "Formal notice". Stopping under clause 14.1 is not a formal notice: a message by email or WhatsApp is enough.
- 16.3 An email sent between 09:00 and 17:00 on a working day, in the recipient's time, takes effect when it is sent; otherwise at 09:00 on the next working day. An email that bounces has not been given.
- 16.4 Either of us may change the address by formal notice.

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Law and disputes

- 17.1 If your business is in India, this agreement, and any dispute or claim arising out of it or in connection with it, is governed by the laws of India. For a business outside India, this agreement is governed by the law of the place where your business is: the country of the business address in the parties section, and, where that country's states, provinces or territories have their own law, that state, province or territory.

- 17.2 **Talk first.** Either of us may send a formal notice describing a dispute. We then try in good faith to settle it between ourselves within 15 working days.
- 17.3 **If you are in India** and it is not settled, the courts at Kapurthala, Punjab have exclusive jurisdiction.
- 17.4 **If you are outside India** and we cannot settle it between ourselves within those 15 working days, either of us may take it to the courts of the place whose law governs this agreement under clause 17.1, or to the courts at Kapurthala, Punjab. Neither of those courts has exclusive jurisdiction.
- 17.5 Either of us may ask a court for urgent interim relief, or to enforce a judgment.

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General

- 18.1 This agreement, with its Schedules and the Site plan, is the whole agreement between us about the website, and it replaces the Site plan terms from the day it is signed, except for anything they say about the Site plan itself. Neither of us relies on anything not written in them. This does not limit liability for fraud.
- 18.2 It can be changed only in writing that both of us approve. An email from each of us saying so is enough.
- 18.3 I do all of the work myself. Nothing is subcontracted, except an Arabic translation, which a professional translator does. If you order one, I name the translator to you in writing first. If anything else ever has to be subcontracted, I ask you first. Either way, the other person signs a confidentiality agreement before they see anything of yours.
- 18.4 I am an independent contractor, not your employee, partner or agent. Neither of us can bind the other.
- 18.5 Neither of us may transfer this agreement to anyone else without the other's written consent.
- 18.6 If any part of this agreement cannot be enforced, the rest still stands. A delay in using a right does not give it up. No one else has rights under this agreement.
- 18.7 It may be signed electronically, and in separate copies that together make one agreement. Clause 8 transfers copyright, which the law requires me to sign in writing, so I sign by hand, with Aadhaar eSign or with a digital signature certificate. You may sign any way you like, including through an electronic signature service.
- 18.8 I pay any stamp duty due on this agreement in India, by a Punjab e-stamp certificate bought before either of us signs.
- 18.9 This agreement is written in English. Any translation is for convenience only.

+ Signed

Agreed, in writing.

By signing, each of us accepts this agreement, including Schedules 1 and 2 and the Site plan. Each of us keeps a complete signed copy.

For GrowMint Media, trading as quietlybuild Aditya Vashistha Proprietor. Signature Date [date] Place Phagwara, Punjab, India Signed by ☐ By hand ☐ Aadhaar eSign ☐ Digital signature certificate E-stamp [certificate number]	For the client [Client legal name] Signed by a person with authority to sign for the client. Signature Name [full name] Role [role] Date [date] Place [town and country]
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What happens next. I send the booking invoice, from aditya@growmintmedia.in. Work starts, and the dates in Schedule 1 run, from the day it clears.

quietlybuild, a studio of GrowMint Media · Proprietor: Aditya Vashistha · Phagwara, Punjab 144401, India
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