

VERSION 1.4 · IN FORCE FROM 13 OCTOBER 2026

Engagement schedule

The short document you sign in the portal with our terms of business. It names the work, the price, how it is paid and how we work together.

In short

- This schedule, our terms of business, our data processing schedule and proposal [the proposal's reference] together make one agreement between Kalotect Ltd and [the client's legal name].
- We provide the services listed here, which set out everything included and what is excluded. Anything else is a change request, priced in pounds, which starts only when a client admin of yours approves it.
- You pay [the price, excluding VAT] plus any VAT, on the plan set out here. Every recurring charge is stated in pounds a month, cancels in one click and stops at the end of the period you are in.
- Your client admins approve work, and your client admins and client members answer our questions, in the portal at portal.kalotect.com. Approvals and answers are binding instructions, recorded in your Ledger. A question nobody answers falls to its stated default, but a default never costs you more, releases a payment, publishes in your name or changes your live site.
- Only the special conditions depart from our standard terms, and our director approves each one. We sign this schedule before we send it, the agreement is made when you sign it, and we record the fingerprint of exactly what was signed.

1. The parties

This schedule is between Kalotect Ltd, trading as Kalotect, registered in England and Wales, company number 17517329, registered office Lambourne House, London Road, Riverhead, Sevenoaks TN13 2DE (“we”, “us”), and [the client's legal name], company number [the client's company number], of [the client's registered address] (“you”).

[the person signing for the client] signs for you and, by signing, confirms that they are authorised to bind [the client's legal name] to this agreement.

2. What the agreement is made of

This schedule forms one agreement with:

- our terms of business, in the version shown to you before you sign and frozen with this schedule when you do;
- our data processing schedule, in the version shown and frozen in the same way, for the personal data we handle for you; and
- proposal [the proposal's reference], dated [the date the proposal was sent], and the plan attached to it, as updated through approvals and change requests, for how and when the work is done.

If they conflict, the one higher in this list wins:

1. the special conditions in this schedule;
2. the data processing schedule, on personal data;
3. the rest of this schedule;
4. our terms of business; and
5. the proposal and its plan, on how and when the work is done only.

Nothing in this schedule or in our terms of business, the special conditions included, reduces the protection the data processing schedule gives to personal data.

Only a special condition departs from our terms of business. The rest of this schedule fills in what the terms leave to it, such as the services, the price, the payment plan, the dates, the recurring charges and the notice; where it restates something in the terms more briefly, the terms apply as written.

The agreement changes only by a new schedule signed as this one is. An approved change request adds to the work under this agreement but does not change its terms. A new or changed special condition needs a new schedule approved by Michelle Wynne, director. A later version of our terms of business applies to this engagement only if we both agree to it in the same way.

In plain English: What is written for you here beats our standard wording, but only a special condition can depart from it, nothing weakens the protection of personal data, and the terms you sign stay your terms until we both agree otherwise.

3. The services and their scope

The services are listed here in full: [the services in the proposal]

Where they name one of our site packages, the list above sets out everything the package includes and what it excludes, and it takes the place of our pricing page as the description of the package. Each milestone in the plan has a written definition of done and a check the work must pass before we ask for your approval.

Anything not in that list is a change request, whether you ask for it or we find it is needed. We raise it in the portal with what it covers, its price in pounds, and its effect on the dates and on any recurring charge. It starts only when a client admin of yours approves it, and we charge for nothing that has not been approved. Unless it states a fixed price, it is charged at £760 a day or £120 an hour, with an estimate of the time it will take and a limit we will not go beyond without asking you again.

We need from you content, access to the accounts the work needs, and a person who can decide, by the dates in the plan. If one is late the dates move, and we tell you by how much.

You authorise us to work in the accounts you give us access to, for the services only, including opening pull requests on your code repositories and deploying previews. We work with people and AI agents, as our terms of business describe, and a person approves anything that carries your name.

In plain English: If it is not in the list above or in a change request you approved, it is not in the price, and nothing extra starts without your yes.

4. The price and how it is paid

The price for the services is [the price, excluding VAT], excluding VAT, paid as follows: [how and when the price is paid]

Where that is our standard plan for a site project, it is four payments: 50 per cent of the price when you sign; 20 per cent when you approve the design; 20 per cent when the build is complete and you approve the preview; and 10 per cent at go-live, the day the site is first made available to the public at its live address. We issue the go-live invoice only once the other three have been paid. Any other plan, such as instalments with a cap on the total cost, applies only as a special condition below.

Each invoice is issued in the portal when the step it belongs to is reached, and is due within fourteen days of issue.

Recurring charges, each stated in pounds a month with the date it starts, any minimum term with its length and its cost in pounds, and any service level: [the recurring charges, each in pounds a month]

Where a recurring charge states no minimum term, it has none, and where it states no service level, we promise none. Recurring charges are paid monthly in advance. A business in the United Kingdom pays them by Direct Debit unless we agree otherwise; others pay by card.

You can cancel any recurring service in one click in the portal. Cancelling takes effect at the end of the period you are in, and nothing is charged after it. Where a paid tier starts with a free trial of 30 days, we remind you 3 days before it ends, with the price in pounds and how to stop it.

We do not increase the price of a recurring service during a minimum term. Otherwise, if we change the price of a recurring service, we tell you in writing, in pounds, at least thirty days before the change, which applies only from the start of a billing period, and you may cancel before it applies, without paying for any remaining minimum term.

Founding-client offer. Where the price or the recurring charges above say that our founding-client offer applies, they state the discount, the date it ends and, in pounds, the price after it, and no other discount applies. In return you agree to a founding-client badge on your site and to a published case study once the work is live, whose text you approve before it is published. The founding-client offer is one of our standard offers, not a special condition.

Third-party costs, such as domains bought separately, licences, stock images and advertising spend, are not in the price. We agree them with you first and pass them on at cost, listed separately, and some providers, hosts included, bill you directly. The domain, hosting and SSL bundle on our pricing page is not a third-party cost and not one of our recurring services: it is a product at its published price, which our hosting partner bills you for on its own billing period and terms. If you take it, it is listed above with its price in pounds and how often it is billed, so that you see every recurring cost in one place. We never hold money on your behalf.

Prices exclude VAT. We are not yet VAT registered; VAT will be added to new invoices once we are, and we will tell you before it applies.

5. Start, term and notice

- Start: [the start date]
- Term: [how long the engagement runs]
- Notice either of us gives to end a recurring service: [the notice either side gives to end it]

You may end a project at any time, and either of us may end a recurring service, as our terms of business describe. The notice above applies to recurring services. What you pay, what we refund and what we hand over when an engagement ends are set out in our terms of business.

When the engagement ends, what you have paid for and your accounts stay yours, we remove our access to your accounts and record each removal in your Ledger, and you can export your Ledger and the data our services hold for you for 90 days, as our terms of business describe.

6. Special conditions

[anything agreed that departs from the standard terms]

Each special condition above departs from our standard terms of business for this engagement only. We issue a schedule with special conditions only once Michelle Wynne, director, has approved each of them, and we record that approval in our Ledger. Where none is listed, the standard terms apply in full.

In plain English: This is the only place a different arrangement, such as paying in instalments, can be agreed.

7. Contacts, and how approvals work

- For us: Michelle Wynne, director, who signs for us, or authorises in writing a person who may, with the authority recorded in our Ledger, and who alone may agree a special condition; and Joe Kaul, head of delivery, who runs the work day to day. A change goes live on your site only when Joe Kaul, or a person they have named in writing, with the naming recorded in our Ledger, has approved it.
- For you: [the person signing for the client], and the people you invite to the portal, each as a client admin or a client member. You manage who they are in the portal's settings; invitations expire after 7 days.

The portal at portal.kalotect.com is the hub for everything we do for you: where you sign, approve work, answer questions, and see your documents, invoices, the uptime of your site and your Ledger, the exportable record of the work we do for you, with its reason and evidence. Your roadmap, previews of your site and its deployments, meeting summaries, media and brand guidelines appear there as each is set up for you.

- Approvals. We ask for your approval once the work meets its milestone's definition of done. Each request shows what you are approving, the exact version, a preview, and what it releases: a payment in pounds, a publication or a deploy. Please approve it, or tell us what does not match what was agreed, within the time the request states, or within ten working days if it states none. An approval covers that version only, and silence is never an approval.
- Who decides. Approvals, including approvals of change requests, are given by a client admin you have named, signed in to the portal, and only there. Answers to questions may be given by a client admin or a client member. Each is recorded in your Ledger with who gave it and when, and is a binding instruction.
- Questions. When we need a decision we ask it with options, the option we recommend, a default and an expiry date, and you can always choose to talk it through instead. If nobody has answered by that date we proceed with the default, record that we did and tell you. A default never costs you more, commits you to a third-party cost, approves a milestone or releases a payment, publishes anything in your name, changes your live site, ends a service or deletes your data, or uses personal data we process for you in a new way, handles a new kind of it or sends it somewhere new; those always need your express yes.
- Meetings. We may record and transcribe our meetings with you using Plaud, as our terms of business describe. We record a meeting with you only once you have agreed that we may. You can agree in the portal, by answering the one-click question we put to you there; when you sign this schedule, by ticking its separate, optional box under "Signature"; or by telling us at the start of a meeting, which the person from our studio who asked records on your record. Until you have agreed, any notes of your meetings are kept for us only, and are never planned into work or shared with you. You can withdraw your agreement in the portal at any time. Even once you have agreed, we tell everyone at the start of each meeting, and anyone may ask us not to record, in which case we take written notes instead. Once you have agreed, the notes are filed to your record. A person from our studio checks them and the transcript for sensitive details before they are used to plan the work, and nothing from a meeting reaches your portal until a person from our studio has checked that it is yours and released it; its summary and actions are shown in your portal with the release. Something decided in a meeting becomes an instruction once it is confirmed in the portal as an approval, an answer or a change request.

A formal notice, such as a notice of breach, of ending or of a claim, is given in writing as our terms of business describe. You may give one to us by email to our address for notices, hello@kalotect.com, by posting it in the portal, or by post to our registered office. We give one to you by email to [the person signing for the client] and to every client admin, at the addresses on their portal accounts, and also post it in the portal while you have access to it.

8. Signature

We sign first. Before this schedule was issued to you, Michelle Wynne, director, or a person Michelle Wynne authorised in writing, with the authority recorded in our Ledger, to sign it or engagements of its kind, confirmed on our platform that it was them and made their signature for Kalotect Ltd, by typing their own name, drawing it or uploading a picture of it, stating the authority they signed under, and sent it to you, as “Signing electronically” in our terms of business describes. The agreement in the portal and the signed copy show our signature as it was made, who signed for us, their role, when they signed and the authority they signed under.

This schedule is our offer, open for you to accept until the date stated on the proposal. The agreement is made when you sign it below within that time, and from then both of us have signed it. A schedule that still shows a blank in square brackets is not complete: we do not ask you to sign one, and if one reaches you, tell us and we will issue it again.

Signed electronically in the portal at portal.kalotect.com by [the person signing for the client], for and on behalf of [the client’s legal name], who gave their name and role, ticked to confirm that they have read this schedule and the documents it incorporates and have authority to sign for the business, made their signature, and initialled each key section of this schedule, our terms of business and our data processing schedule.

A separate, optional tick-box, which you do not need to tick to sign: “You agree that we may record our meetings with you with Plaud, as the terms describe.” Leaving it unticked changes nothing else in this agreement, and you can agree or withdraw later in the portal.

With each signature, ours and yours, we record what “Signing electronically” in our terms of business lists, including the IP address the request reached us from, the time, and the SHA-256 fingerprint of the exact text signed, which changes if a single character changes: this schedule, our terms of business and our data processing schedule exactly as signed. We keep all of it with the agreement, in our database and in the certified copy, a PDF of those documents as signed, with both signatures as they were made and your initials, which we keep unchanged. Your Ledger records each signature too, as “Signing electronically” describes: who signed and their role, the date and time, how the signature was made, and the SHA-256 fingerprints of the text signed and of our record of the signature; for ours, the authority it was made under; and for yours, how you signed in and when you last confirmed that it was you, the sections you initialled and the SHA-256 fingerprint of the certified copy. Those entries do not hold an IP address: we keep each address in our record of that signature and in the certified copy, for as long as we keep the signed agreement, and of that record each entry holds only its reference and fingerprint, which would change if the record did. Everyone you give access to the portal can see those entries, both signatures as they were made on the agreement in the portal, and the certified copy, and the agreement and the copy show the IP address recorded with each signature. Either of us can then prove later what was signed. The person who signs can download the certified copy from the portal as soon as they have signed, and we email it to them; you can download it from the portal at any time while you have access.