

# Terms of Service

**Effective Date:** 23/04/2025

These Terms of Service ("Terms") govern the use of services provided by Vista Web Ltd. a company registered in the United Kingdom under company number 15191885, with its registered office at 3 Castlegate, Grantham, Lincolnshire, United Kingdom, NG31 6SF.

By engaging our services, you agree to be bound by the following terms and conditions.

## 1. Definitions

1.1 "Company", "we", "our", or "us" refers to Vista Web Ltd.

1.2 "Client", "you", or "your" refers to the individual or organisation purchasing services from us.

1.3 "Services" refers to any and all web design, software development, digital marketing, and related services provided by us.

1.4 "Project" refers to the specific engagement or scope of work agreed between the Company and the Client.

## 2. Scope of Services

2.1 We offer services including, but not limited to:

- Custom web design and development
- Software/application development
- Search engine optimisation (SEO)
- Pay-per-click (PPC) advertising
- Social media management and marketing
- Email marketing campaigns
- Website maintenance and hosting

2.2 A detailed project proposal, quotation, or scope document will be provided and agreed upon prior to commencement.

### **3. Client Responsibilities**

3.1 The Client agrees to:

- Provide all necessary content, images, logins, and information required for the project in a timely manner.
- Respond promptly to communications and feedback requests.
- Ensure that all content provided does not infringe upon the intellectual property rights of any third party.
- Obtain any third-party permissions required for materials provided to us.

### **4. Payment Terms**

4.1 All prices are quoted in pounds sterling (GBP) and are exclusive of VAT unless otherwise stated.

4.2 Payment schedule will be defined in the project proposal or invoice. Common terms include:

- 50% deposit prior to project commencement
- 50% upon completion or at predefined milestones

4.3 Late payments may be subject to interest under the Late Payment of Commercial Debts (Interest) Act 1998.

4.4 We reserve the right to suspend services for accounts that are overdue.

### **5. Project Timelines**

5.1 Project timelines will be estimated in the proposal and depend on the Client's timely delivery of materials and approvals.

5.2 We shall not be held liable for delays caused by the Client or unforeseen circumstances beyond our control.

### **6. Revisions and Amendments**

6.1 Minor revisions are included as specified in the proposal.

6.2 Major changes or additions outside the agreed scope will incur additional charges, which will be communicated before work continues.

## **7. Intellectual Property**

7.1 Upon full payment, ownership of the final designs, code, or marketing materials developed by us will be transferred to the Client, excluding third-party software, stock assets, or plugins used under license.

7.2 We reserve the right to display completed projects in our portfolio and marketing materials unless agreed otherwise in writing.

## **8. Confidentiality**

8.1 Both parties agree to keep confidential any proprietary or sensitive information shared during the course of the project.

## **9. Limitation of Liability**

9.1 We shall not be liable for:

- Any indirect or consequential losses
- Loss of profits, revenue, or business opportunity
- Errors resulting from inaccurate or incomplete information provided by the Client

9.2 Our total liability shall not exceed the amount paid by the Client for the specific project or service.

## **10. Termination**

10.1 Either party may terminate the agreement with 14 days' written notice.

10.2 In the event of termination, the Client shall pay for all work completed to date.

10.3 We may terminate immediately for breach of these Terms or non-payment.

## **11. Third-Party Services**

11.1 Where third-party services (e.g., hosting, domain registration, advertising platforms) are used, their terms will also apply.

11.2 We are not responsible for the performance or actions of third-party services or providers.

## **12. Governing Law and Jurisdiction**

12.1 These Terms shall be governed by and construed in accordance with the laws of England and Wales.

12.2 Any disputes arising shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **13. Amendments to Terms**

13.1 We reserve the right to modify these Terms at any time.

13.2 The latest version will always be available on our website or provided upon request.