

Terms of Service

The terms for using our website and for working with us on design, development, hosting and support.

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PART A · FOR EVERYONE

1. Company information

This website is operated by Digital Marvels Limited ("Digital Marvels", "we", "us" or "our"), a private limited company.

Registered name	Digital Marvels Limited
Trading name	Digital Marvels
Company number	17443003
Registered in	England and Wales
Registered office	65 Olivia Street, Bootle, Merseyside, L20 2ER, United Kingdom
Email	legal@digitalmarvels.tech

Our registered office is our official address for legal notices. For anything else, email is the quickest way to reach us.

2. About these terms

2.1 Part A applies to everyone who uses this website. Part B also applies when we provide services to you, such as design, development, hosting, maintenance or support.

2.2 Consumers and business customers. You are a **consumer** if you are an individual acting wholly or mainly outside your trade, business, craft or

profession. Everyone else, including sole traders buying for their business, is a **business customer**. Some clauses apply differently to each, and we say so where they do.

If you are a consumer: nothing in these terms affects your legal rights, including under the Consumer Rights Act 2015. For example, services must be carried out with reasonable care and skill. Citizens Advice can tell you more about your rights.

2.3 Your quote. Every project is based on a written quote or proposal (the "Quote") setting out the scope, price, payment schedule and estimated timeline. If the Quote conflicts with these terms, the Quote applies for that project, but it can never reduce your rights as a consumer.

2.4 If you accept these terms on behalf of an organisation, you confirm you are authorised to do so.

3. Using our website

3.1 Access. You may use our website free of charge. We may change, suspend or withdraw any part of it, and we do not guarantee it will always be available or free from errors.

3.2 Information on the website. Our content is general information, not professional advice. Case studies and results show past work and are not a promise of the same results for you.

3.3 Prices. Prices on our website (for example "from £499" or "£49/mo") are guide prices, not an offer we are bound by. Your actual price is set out in your Quote.

3.4 Acceptable use. You must not:

- use the website unlawfully or for fraud;

- try to gain unauthorised access to the website, its servers or any connected system, or introduce malware;
- overload the website, or scrape it by automated means beyond ordinary search-engine indexing;
- use our forms to send spam or impersonate someone else; or
- upload material that is unlawful, or that you do not have the right to share.

3.5 Our content. The website's design, text, graphics, code and logos belong to us or our licensors. You may view and print pages for your personal use or your organisation's internal use. Any other use requires our written permission. "Digital Marvels" and our logo are our trade marks.

3.6 What you send us. Information and files you send through our forms remain yours. You allow us to store, copy and review them only to respond to your enquiry and prepare a Quote. Please do not send confidential information about other people unless you are allowed to share it. Our [Privacy Policy](#) explains how we handle personal data.

3.7 Other websites. Links to other websites are for convenience. We have no control over those sites and are not responsible for them.

3.8 Website liability. Our website is provided free of charge for general information. If you are a business customer, we are not liable to you for any loss arising from your use of the website. If you are a consumer, section 14 applies. Section 14.1 applies to everyone.

PART B · CLIENT SERVICES

4. Quotes and how a contract is formed

4.1 Enquiries made through our website, including the Start Your Project form, are requests for a Quote. They are not orders and do not create a contract.

4.2 Before we start any work, we will send you a written Quote. A Quote is valid for 30 days unless it says otherwise.

4.3 When the contract starts. A contract is formed when you accept the Quote in writing (email is fine) or pay the deposit, whichever happens first. The contract is made up of the Quote and the version of these terms in force at that time.

4.4 Timelines. Timelines in a Quote are estimates. We will keep you updated. If you are a consumer and no timeline is agreed, we will carry out the work within a reasonable time.

5. Your right to cancel (consumers)

5.1 If you are a consumer and the contract was made online, by email or by phone, you have the right to cancel within 14 days after the day the contract was formed, without giving a reason.

5.2 How to cancel. Email legal@digitalmarvels.tech with a clear statement that you are cancelling. You do not need to use any particular form.

5.3 If you ask us to start early. We will not start work during the 14 days unless you expressly ask us to. If you ask us to start and then cancel, you will pay a proportionate amount for the work done up to the time you told us. We will refund the rest.

5.4 If you ask us to start early and we fully complete the services within the 14 days, you lose the right to cancel. We will ask you to confirm you understand this before we begin.

5.5 Refunds. We will refund you within 14 days of your cancellation, using the same payment method you used unless we agree otherwise.

5.6 Business customers do not have this cancellation right. Section 15 explains how a business customer can end a contract.

6. Your responsibilities

6.1 You agree to:

- give us accurate information, content, feedback and approvals when we need them;
- give us the access we need to hosting, domains and other accounts;
- make sure you own, or have permission to use, the text, images, logos, data and other materials you give us, and that they are lawful;
- keep your own copies of materials you give us; and
- name a contact who can make decisions and approve work.

6.2 You are responsible for the legal content of your own website, such as its privacy notice and the claims it makes about your products. We can build these features for you, but we do not give legal advice.

6.3 Delays. If you are late providing what we need, the timeline moves back accordingly. We may charge for extra time a delay causes, but only at rates set out in your Quote or agreed with you in advance. If a project is on hold because of you for more than 60 days, we may invoice the work done so far and close the project. We will restart it when our schedule allows.

7. Fees and payment

7.1 Prices and VAT. Our fees are set out in your Quote. Prices quoted to consumers include any VAT that applies. Prices quoted to business customers exclude VAT, which we will add at the applicable rate if we are VAT-registered when we invoice.

7.2 Deposit and balance. Unless your Quote says otherwise, we ask for a 50% deposit before work starts. The remaining 50% is due when the work is complete, before launch or final handover. Larger projects may be invoiced in milestones, as set out in the Quote.

7.3 Invoices. Invoices are due within 14 days, by the payment method shown on the invoice. If you think an invoice is wrong, tell us within 14 days and pay any part that is not in dispute.

7.4 Late payment. If an invoice is overdue, we will remind you first. We may pause work, delay launch or handover, or suspend monthly services, giving you at least 7 days' notice. Business customers are liable for statutory interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998. Consumers pay interest on overdue amounts at 4% a year above the Bank of England base rate.

7.5 Deposits if a project ends early. For business customers, the deposit reserves our time and pays for the work done at the start of a project. It is non-refundable once work has started, unless the project ends because we breached the contract. For consumers, the deposit is simply part of the price. If a project ends early, we refund anything you have paid beyond the reasonable cost of the work already done, subject to your rights under section 5.

7.6 Third-party costs. Some items are paid for separately, such as domains, premium plugins, fonts, stock images and hosting. These are either listed in your Quote or agreed with you before we buy them.

8. Revisions, changes and sign-off

8.1 Revisions. Unless your Quote says otherwise, each design or content stage includes two rounds of revisions.

8.2 Change requests. Work outside the agreed scope is a change request. Before doing it, we will tell you in writing how it affects the price and timeline, and we will only go ahead once you approve.

8.3 Sign-off. When we deliver something for review, please check it and tell us about any problems within 10 working days. If you are a business customer and you do not, or you start using it live, it is treated as accepted. If you are a consumer, this step simply helps us fix things quickly and does not affect your legal rights.

8.4 Unless agreed otherwise, we launch or hand over final files once all project invoices have been paid.

9. Monthly plans

9.1 What is included. Monthly plans cover hosting, maintenance, updates, backups or support, as described in your Quote or plan. Unused support time does not roll over unless the plan says it does.

9.2 Billing. Plans are billed monthly in advance, starting from launch or the date in your Quote. There is no minimum term unless your Quote clearly states one before you agree to it.

9.3 Cancelling a plan. You can cancel at any time by emailing us. Your plan ends 30 days after we receive your email. We charge only up to that date and refund anything you have paid for the period after it. Consumers can also cancel under section 5.

9.4 Price changes and reminders. We will give you at least 30 days' notice by email before changing a plan's price. You can cancel before the change takes effect without paying the new price. If a plan has a free or discounted introductory period, or renews for longer than one month at a time, we will remind you before it renews.

9.5 When a plan ends. Once all invoices are paid, we will provide your website files and a database export, and help move your domain to you or a new provider. If moving your website needs more work than providing those files, we will quote for it first. We may delete hosted data 30 days after a plan ends, so please make sure you have what you need.

9.6 Availability. Hosting depends on third-party infrastructure. We do not guarantee uninterrupted availability, but we will work to restore service promptly if something goes wrong.

10. Intellectual property

10.1 Your deliverables. Once you have paid in full for a project, the intellectual property in the final bespoke work we created specifically for you transfers to you. This covers designs, written content and custom code. Until then, you may use the work only to review it.

10.2 Our background materials. We keep ownership of our pre-existing code, components, frameworks, templates, tools and know-how, including improvements we make to them. Once you have paid, we give you a non-exclusive, perpetual, royalty-free licence to use and modify them as part of your deliverables.

10.3 Third-party and open-source components. Fonts, stock images, plugins and open-source libraries are provided under their own licences, which you must follow. We will tell you about any paid licence before we use it.

10.4 Your materials. Materials you give us remain yours. You give us permission to use them to provide the services. If you are a business customer, you are responsible for reasonable losses we suffer if your materials infringe someone else's rights.

10.5 Our portfolio. We may show finished work, with your name and logo, in our portfolio and marketing, unless you ask us not to in writing. We will never disclose your confidential information.

11. Third-party services

11.1 Your project may rely on third-party services such as domain registrars, hosting platforms, payment providers and plugin vendors. Your use of them is governed by their terms. We are not responsible for their outages, changes or pricing.

11.2 We recommend that domains and key accounts are registered in your name. Where we buy a service on your behalf, we will pass on the cost as

agreed.

12. Confidentiality and data protection

12.1 Confidentiality. We each keep the other's confidential information confidential and use it only for the contract. This does not apply to information that is already public. Either of us may share confidential information with professional advisers, or when the law requires it.

12.2 Your personal data. How we handle your own personal data is explained in our [Privacy Policy](#).

12.3 When we process data for you. Sometimes we handle personal data on your behalf, for example your customers' details on a website we host or maintain. In that case, you are the controller and we are your processor under UK GDPR. The subject matter, duration, purpose, types of data and people involved are set out in your Quote. We will:

- process the data only on your documented instructions;
 - make sure anyone who handles it is bound by confidentiality;
 - keep it secure with appropriate technical and organisational measures;
 - use sub-processors, such as our hosting and infrastructure providers, only as authorised by you. You authorise those named in your Quote or our Privacy Policy. We will tell you about any changes and give you the chance to object;
 - help you respond to requests from individuals and meet your security, breach-notification and impact-assessment obligations;
 - tell you without undue delay if we become aware of a personal data breach;
 - delete or return the data when the services end, unless the law requires us to keep it; and
 - give you the information you reasonably need to show compliance, and allow reasonable audits.
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13. Our commitments to you

13.1 We will carry out our services with reasonable care and skill, and substantially as described in your Quote.

13.2 Fixing defects. If you tell us within 30 days after launch or delivery that something does not work as described, we will fix it free of charge. After that, fixes are covered by a monthly plan or charged at our standard rates. If you are a consumer, you are also entitled to have the work redone or put right, or to a price reduction if that is not possible.

13.3 What we cannot promise. We do not guarantee particular results, such as search rankings, traffic or sales. We also cannot guarantee that a website will be free from every error, or will work with future versions of browsers and platforms. We are not responsible for problems caused by changes made by you or anyone else after handover.

13.4 Websites need regular updates to stay secure. If you do not have a monthly plan with us, keeping your website updated after handover is your responsibility.

14. Our liability

14.1 What we never exclude. Nothing in these terms limits or excludes our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for anything else the law does not allow us to limit or exclude.

14.2 If you are a consumer. We are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or failing to use reasonable care and skill. We are not responsible for loss that was not foreseeable. If you use our services for business purposes, we are not liable for loss of profit, business or business opportunity.

14.3 If you are a business customer. Subject to section 14.1:

- we are not liable for loss of profits, revenue, business, goodwill or anticipated savings, or for any indirect or consequential loss;
 - we are not liable for loss or corruption of data. Where we host your website, our responsibility is to restore it from our most recent backup; and
 - our total liability arising from a project is limited to the fees payable under that project's Quote. For monthly plans, it is limited to the fees paid in the 12 months before the event giving rise to the claim.
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15. Suspension and ending a contract

15.1 Serious breach. Either of us may end a contract immediately by written notice if the other commits a serious breach and does not put it right within 14 days of being asked to. Either of us may also end it if the other becomes insolvent.

15.2 If you end a project. You can end a project at any time by emailing us. You pay for the work done up to that point, plus any third-party costs we have already committed to and cannot cancel. We refund anything you have paid for work not done, subject to section 7.5. Consumers also have the rights in section 5.

15.3 If we end a project. We may end a project with 30 days' notice if we cannot reasonably continue it, for example if we have been waiting 60 days for materials. If we do, we refund anything you have paid for work not done.

15.4 Suspension. We may suspend services, including monthly plans, if an invoice is more than 14 days overdue, after giving 7 days' notice. We may also suspend services immediately if we need to deal with a security threat or unlawful use.

15.5 What happens next. When a contract ends, you pay for the work done. We hand over the completed deliverables you have paid for, and ownership passes to you for those deliverables only. We each return or delete the other's confidential information. Clauses that are meant to continue after the contract

ends, such as those on payment, intellectual property, confidentiality and liability, will do so.

16. Events outside our control

Neither of us is responsible for delays or failures caused by events beyond our reasonable control, such as a failure of third-party infrastructure, a cyber attack despite reasonable security, serious illness, extreme weather, industrial action or government action. The affected party will tell the other promptly and take reasonable steps to limit the impact. If the event lasts more than 30 days, either of us may end the affected contract, and we will refund anything you have paid for services not provided.

17. Complaints and disputes

17.1 If you are unhappy with our services, please email legal@digitalmarvels.tech. We will acknowledge your complaint within 5 working days and aim to resolve it within 14 days.

17.2 We will try to resolve disagreements informally and in good faith. Nothing in these terms requires arbitration, or stops either of us going to court.

17.3 Consumers. If we cannot resolve your complaint, we will tell you in writing whether we are willing to use an alternative dispute resolution provider. You can also get advice from the Citizens Advice consumer service and bring a claim in the courts, including the small claims track.

18. Governing law

These terms are governed by the law of England and Wales. For business customers, the courts of England and Wales have exclusive jurisdiction.

Consumers may bring proceedings in England and Wales. If you live in Scotland or Northern Ireland, you may bring proceedings there instead.

19. General

19.1 Entire agreement. For business customers, the Quote and these terms are the whole agreement between us about the project. Neither of us relies on anything not written in them, although this does not limit liability for fraud.

19.2 Subcontractors. We may use trusted subcontractors, and we remain responsible for their work.

19.3 Transfer. We may transfer our rights and obligations to another organisation and will tell you if we do. If you are a consumer, we will make sure the transfer does not reduce your rights. You may transfer your rights only with our written consent.

19.4 Third parties. No one else has any rights under these terms, under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

19.5 Severance and waiver. If a court decides part of these terms is invalid, the rest still applies. If we delay enforcing a term, we can still enforce it later.

19.6 Notices. Notices may be given by email to the address in your Quote, or to legal@digitalmarvels.tech.

20. Changes to these terms

20.1 We may update these terms. The current version is always on this page, with the date it was last updated. Changes to Part A apply from the time we publish them.

20.2 A project is governed by the version in force when you accepted its Quote, unless we both agree otherwise in writing.

20.3 For monthly plans, we will give you at least 30 days' notice of any change that affects you. If you do not agree, you can cancel before the change takes effect without charge. Earlier versions of these terms are available on request.

21. Contact us

Questions about these terms: legal@digitalmarvels.tech.

General enquiries: contact@digitalmarvels.tech. Privacy and data protection: privacy@digitalmarvels.tech.