

Between:

Vis Marketing Ltd, trading as **Vision Marketing**

Registered in England & Wales (Company No. 13838342, VAT No. 431 4871 05)

Registered Office: 71–75 Shelton Street, Covent Garden, London WC2H 9JQ, GBR

Director: Maciej Konarzewski

("Vision Marketing")

and

The Client, as defined below.

1. DEFINITIONS AND INTERPRETATION

1.1 **"Client"** means the company or individual requesting services from Vision Marketing.

1.2 **"Services"** means any and all work provided by Vision Marketing, including web design, SEO, branding, development, hosting, content creation, or marketing.

1.3 **"Deliverables"** means any output, content, design, software, or material created by Vision Marketing under this Agreement.

1.4 **"Confidential Information"** means proprietary or non-public information disclosed between the parties.

1.5 **"Effective Date"** means the date the Client signs or accepts a proposal incorporating these terms.

1.6 **"Force Majeure"** means events beyond a party's reasonable control, including acts of God, war, pandemics, or natural disasters.

1.7 **"Fees"** means all amounts payable by the Client as set out in project proposals, statements of work, or retainers.

1.8 **"Acceptance Date"** means the date on which Deliverables are approved or deemed approved by the Client.

2. TERM AND TERMINATION

2.1 This Agreement shall commence on the Effective Date and remain in force until terminated in accordance with this clause.

2.2 Either party may terminate this Agreement by giving **thirty (30) days' written notice** to the other party.

2.3 Either party may terminate immediately if the other commits a **material breach** and fails to remedy it within fourteen (14) days of written notice.

2.4 Upon termination, all outstanding invoices shall become immediately due and payable, and Vision Marketing may suspend or revoke any Client licences until payment is received.

2.5 Either party may terminate this Agreement for convenience after ninety (90) days by giving thirty (30) days' written notice.

2.6 Upon termination, all completed Deliverables and unpaid work remain the property of Vision Marketing until payment is received in full.

3. SERVICES AND DELIVERABLES

3.1 Vision Marketing shall perform the Services in accordance with professional standards of care and industry best practice.

3.2 The scope of work shall be defined in written proposals or statements of work agreed by both parties.

3.3 Changes to scope, timeline, or pricing must be confirmed in writing.

3.4 The Client shall provide all necessary content, feedback, and approvals within agreed timescales.

3.5 Vision Marketing shall not be liable for any delay caused by the Client. Any such delay shall extend delivery timelines accordingly and may incur additional holding or reactivation fees.

4. FEES AND PAYMENT

4.1 All fees are exclusive of VAT unless otherwise stated.

4.2 Unless otherwise agreed in writing, standard payment milestones are as follows:

- **50% deposit** before work commences;
- **25% after the first review or revision round;**
- **25% prior to final handover or go-live.**

4.3 Invoices are payable within **five (5) working days** of the invoice date by bank transfer to Vision Marketing's designated account.

4.4 Deposits are **non-refundable** except where Vision Marketing fails to perform material obligations under this Agreement.

4.5 Vision Marketing may suspend Services or withhold Deliverables if payment is overdue.

4.6 Interest on overdue amounts shall accrue daily at **4% above the Bank of England base rate**, compounded monthly until paid.

4.7 The Client shall reimburse Vision Marketing for any reasonable legal or collection costs incurred in recovering overdue amounts.

4.8 Any third-party costs (e.g., hosting, domains, stock images, or software) shall be billed separately and are payable in advance.

5. INTELLECTUAL PROPERTY

5.1 All pre-existing intellectual property belonging to Vision Marketing remains its sole property.

5.2 Upon full payment, the Client receives a **non-exclusive, perpetual licence** to use the Deliverables solely for the agreed purpose.

5.3 The Client shall not sublicense, resell, or modify Deliverables for other purposes without written consent.

5.4 Vision Marketing retains ownership of all frameworks, templates, or code used to produce the Deliverables.

5.5 No transfer of underlying source code or proprietary systems shall occur unless expressly agreed in writing.

6. CONFIDENTIALITY

6.1 Both parties agree to keep all Confidential Information strictly confidential for **five (5) years** after termination.

6.2 Confidentiality obligations do not apply to information that is publicly available, independently developed, or required by law to be disclosed.

6.3 Upon termination, each party shall promptly return or securely destroy all Confidential Information belonging to the other.

7. DATA PROTECTION (GDPR)

7.1 Both parties will comply with applicable Data Protection Legislation, including the UK GDPR.

7.2 The Client is the **Data Controller** and Vision Marketing acts as **Data Processor** when handling personal data on the Client's behalf.

7.3 Vision Marketing shall implement appropriate security measures to protect data against unauthorised access, loss, or destruction.

7.4 Vision Marketing shall notify the Client without undue delay upon becoming aware of a data breach.

7.5 Vision Marketing may engage approved sub-processors (e.g., hosting or development partners) provided equivalent data protection obligations are maintained.

8. LIABILITY

8.1 Vision Marketing's total aggregate liability under this Agreement shall not exceed the **total fees paid by the Client** for the project giving rise to the claim.

8.2 Vision Marketing shall not be liable for **indirect or consequential loss**, including loss of

profits, revenue, data, or goodwill.

8.3 Vision Marketing shall not be liable for any failures, downtime, or defects in third-party platforms (e.g., Wix, Google, Mailchimp).

8.4 Nothing in this Agreement limits liability for death, personal injury, or fraud.

9. INSURANCE

Vision Marketing maintains **Professional Indemnity** and **Public Liability Insurance** and shall provide evidence upon reasonable request.

10. NON-SOLICITATION

10.1 The Client shall not, during this Agreement and for **twelve (12) months** after termination, solicit or attempt to solicit any employee, contractor, or consultant of Vision Marketing.

10.2 If breached, the Client shall pay Vision Marketing a fee equal to **six (6) months** of the affected employee's gross remuneration.

11. MARKETING AND PORTFOLIO RIGHTS

11.1 The Client grants Vision Marketing permission to display the project (including name, logo, and screenshots) in its portfolio, website, or marketing materials.

11.2 The Client may withdraw this consent by providing **thirty (30) days' written notice**.

12. FORCE MAJEURE

12.1 Neither party shall be liable for delay or failure to perform obligations due to events beyond their reasonable control, including but not limited to natural disasters, war, strikes, or pandemics.

12.2 The affected party must **notify the other within five (5) business days** of becoming aware of such an event.

13. DISPUTE RESOLUTION

13.1 In the event of a dispute, both parties agree to attempt resolution through good faith discussions.

13.2 If unresolved, the parties shall refer the dispute to **mediation in London under the CEDR Model Mediation Procedure** before initiating court proceedings.

14. GOVERNING LAW AND JURISDICTION

14.1 This Agreement is governed by and construed in accordance with the **laws of England and Wales**.

14.2 Each party submits to the **exclusive jurisdiction** of the courts of England and Wales.

15. ENTIRE AGREEMENT

15.1 This Agreement constitutes the entire understanding between the parties and supersedes all prior proposals or communications.

15.2 Any amendment must be in writing and signed by both parties.

15.3 Acceptance by **email or electronic signature** constitutes a binding agreement.

16. WARRANTIES (AUTHORITY & CAPABILITY)

16.1 Each party warrants that it has full power and authority to enter into and perform this Agreement.

16.2 Vision Marketing warrants that it shall perform the Services with reasonable skill, care, and diligence in accordance with good industry practice.

16.3 The Client warrants that it has obtained all necessary rights, permissions, and licences for any materials, information, or content it provides to Vision Marketing, and shall indemnify Vision Marketing against any claims arising from their use.

17. EVENTS OF DEFAULT

17.1 Vision Marketing may terminate this Agreement immediately by written notice to the Client if:

a) the Client fails to pay any sum due within fourteen (14) days after written notice of default;

b) the Client commits a material breach which is not remedied within fourteen (14) days after written notice;

- c) the Client becomes insolvent, enters liquidation, or is subject to administration or bankruptcy proceedings; or
 - d) the Client engages in conduct that, in Vision Marketing's reasonable opinion, damages or threatens to damage Vision Marketing's reputation or ability to perform its Services.
- 17.2 Termination under this clause shall not prejudice any other rights or remedies available to Vision Marketing under this Agreement or at law.
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18. NOTICES AND COMMUNICATIONS

- 18.1 Any notice or communication under this Agreement must be in writing and delivered by email or post to the recipient's registered address or primary business email address.
- 18.2 Notices sent by email shall be deemed received **one (1) business day** after transmission.
- 18.3 Notices sent by post shall be deemed received **two (2) business days** after posting within the UK.
- 18.4 Either party may change its notice address by giving written notice to the other.
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19. ASSIGNMENT AND WAIVER

- 19.1 The Client shall not assign, transfer, or subcontract any of its rights or obligations under this Agreement without Vision Marketing's prior written consent.
- 19.2 Vision Marketing may subcontract parts of the Services to trusted partners, provided that Vision Marketing remains fully responsible for their performance.
- 19.3 No failure or delay by either party in exercising any right or remedy shall constitute a waiver of that or any other right or remedy.
- 19.4 No single or partial exercise of any right or remedy shall prevent or restrict further exercise of that or any other right or remedy.
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20. SURVIVAL OF RIGHTS

- 20.1 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations, or liabilities of either party that have accrued prior to the date of termination.
- 20.2 The following clauses shall survive termination: **Confidentiality, Intellectual Property, Data Protection, Fees and Payment, Liability, Non-Solicitation, and Governing Law.**