

Terms and Conditions

Design Magic Ltd

1. Introduction

These Terms and Conditions ("Agreement") apply to all services provided by Design Magic Ltd ("the Company"), a company registered in England and Wales (Company Number: 05866636), whose registered office is at Bishopstone, 36 Crescent Road, Worthing, West Sussex, BN11 1RL, to any client ("the Client" or "you") using our services. By engaging our services, you agree to be bound by these terms.

2. Scope of Services

Design Magic Ltd provides IT consultancy, web design, web hosting, cloud software and related digital services. The specific scope of work will be detailed in a written proposal, quotation, or service agreement, which forms part of this Agreement.

3. Client Obligations

- The Client agrees to provide timely, accurate, and complete information or materials as reasonably required by Design Magic Ltd to fulfil the project requirements.
- The Client will designate a primary contact person with authority to make decisions regarding the project.
- The Client is responsible for obtaining all necessary permissions, licences, and consents for any content, trademarks, or data provided to Design Magic Ltd for use in the project.
- Delays or errors resulting from incomplete or inaccurate information supplied by the Client are not the responsibility of Design Magic Ltd.

4. Fees, Invoicing, and Payment

- Fees for services shall be as set out in the proposal, quotation, or service agreement.
- Unless otherwise stated, all prices are exclusive of VAT and other applicable taxes.
- Design Magic Ltd will invoice the Client according to the agreed schedule. Payment terms are strictly 7 days from the invoice date, unless otherwise stated.
- Late payments may incur interest at a rate of 10% per annum above the Bank of England base rate, accruing daily until payment is made in full.
- Design Magic Ltd reserves the right to suspend work or delivery of services in the event of late or non-payment.

5. Intellectual Property Rights

- All pre-existing intellectual property of Design Magic Ltd (including but not limited to software, designs, code libraries, frameworks, methodologies, and templates) remains the exclusive property of Design Magic Ltd.
- Upon full payment of all fees due, Design Magic Ltd grants the Client a licence to use the deliverables for the purposes set out in the project agreement. Unless otherwise agreed in writing, this licence is non-exclusive, worldwide, and perpetual for the Client's business use.
- Any third-party materials used (e.g., stock images, plugins) remain subject to their respective licences and terms.

6. Confidentiality

Both parties agree to keep confidential any proprietary or commercially sensitive information received from the other party and not disclose it to any third party without prior written consent, except as required by law.

7. Data Protection

- Both parties will comply with all applicable data protection and privacy legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.
- Design Magic Ltd will only process personal data as necessary to deliver the contracted services and in accordance with the Client's instructions.
- Full details are set out in our Data Processing Agreement (available upon request).

8. Limitation of Liability

- To the extent permitted by law, Design Magic Ltd's liability under this Agreement (whether in contract, tort, or otherwise) is limited to the total fees paid by the Client for the services giving rise to the claim.
- Design Magic Ltd shall not be liable for indirect, consequential, punitive, or special damages, including but not limited to loss of profits, revenue, or data, even if advised of the possibility of such damages.
- Nothing in these terms shall exclude or limit liability for death or personal injury caused by negligence, fraud, or any other liability which cannot be excluded by law.

9. Warranties and Disclaimers

- Design Magic Ltd warrants that its services will be provided with reasonable skill and care in accordance with industry standards.

- Except as expressly set out in this Agreement, all warranties, conditions, or representations, whether express or implied, are excluded to the fullest extent permitted by law.

10. Termination

- Either party may terminate this Agreement on 30 days' written notice.
- Either party may terminate immediately if the other party is in material breach and fails to remedy the breach within 14 days of written notice specifying the breach and requiring it to be remedied.
- On termination for any reason, the Client shall pay for all work completed up to the date of termination.
- Clauses intended to survive termination, including confidentiality and payment obligations, shall remain in force.

11. Force Majeure

Neither party shall be liable for delays or failures in performance resulting from events beyond their reasonable control, including natural disasters, acts of war, government action, or failure of suppliers, provided that the affected party notifies the other as soon as practicable.

12. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the English courts.

13. Notices

- Any notice under this Agreement must be in writing and sent to the registered address or primary contact email address of the other party.
- Notices sent by email are deemed received on the same business day if sent before 5pm, or the next business day if sent after 5pm.
- Postal notices are deemed received two business days after posting if sent within the UK, or five business days if sent internationally.

14. Subcontracting and Assignment

- Design Magic Ltd reserves the right to subcontract any part of the services to qualified third parties, provided that Design Magic Ltd remains responsible for the performance of the services.
- The Client may not assign or transfer any rights or obligations under this Agreement without the prior written consent of Design Magic Ltd.

15. Entire Agreement

This Agreement and any documents referred to herein constitute the entire agreement between the parties and supersede all prior negotiations, representations, or agreements, whether written or oral, relating to the subject matter.

16. Amendments

No amendment to these terms shall be effective unless in writing and signed by authorised representatives of both parties.

17. Severability

If any part of this Agreement is found to be invalid or unenforceable by a court, the remaining parts shall remain in full force and effect.

18. Waiver

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

19. Third Party Rights

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

20. Contact Information

If you have any questions about these terms, please contact Design Magic Ltd on 0203 876 1111 or info@designmagic.net