



## Vista360 Business Solutions

The studio  
Manor Lodge, Main Street  
Wysall, Nottingham  
NG12 5QS  
Tel: 01509 881227

### General

To ensure vista360 conform with the high standards of creative excellence and client satisfaction to which we aspire the following terms & conditions govern our acceptance of any web development project and the commissioning of the work by any client is deemed to be an acceptance of these terms & conditions.

Any contract made with vista360 Limited does not affect the consumers' statutory rights.

Any hosting space for the web site, reserved for the client, will remain the property of vista360 Limited until paid for in full by the client. Any domain names registered on behalf of the client will remain the property of vista360 Limited until paid for in full.

By incorporating any third party services or products into their web site, the client also agrees to abide by that company's terms & conditions.

Although we take every precaution to ensure all web content is accurate & correct, it is also the responsibility of the client to check the content and notify us of any mistake or inaccuracy. Whilst every effort has been made to ensure accuracy on this website, vista360 Limited can accept no liability whatsoever for any errors, inaccuracies or omissions, or for any matter in any way connected with or arising out of the publication of this information, or for any changes since publication, or for consequential loss arising from such changes or inaccuracies, or for any other loss direct or consequential arising from information on this website. All rights reserved.

No part of the website may be copied or reproduced, stored in a retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopy, recording or otherwise, without the prior permission of vista360.

We will not be liable for any loss of copy, artwork, photographs or other materials. Any clients providing such materials are advised to retain adequate copies for their use in the event of such a loss.

### Intellectual property rights

Upon payment of final balance on this contract, the client is assigned full ownership rights to this web site.

The client understands that while they own the web site, any elements within their site that hold existing copyrights are not transferred to the client.

Examples include but are not limited to

- third party software and scripts,
- software and scripts designed and copyrighted by vista360 Limited
- third party photographs, graphics and other multimedia such as video and audio.

In these cases, the copyright to any of these elements is not transferred to the client, but remains the property and copyright of their respective owners.

Upon transfer of the web site to the web server (making the web site live), and subsequent transfer of ownership of content rights, the client accepts full responsibility for the whole content of the web site.

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Any grievances, arising as result of this content, either in the United Kingdom, or any other countries, will be the sole responsibility of the client. Additionally, vista360 Limited will take no responsibility whatsoever for the content of third party web sites where links have been placed on the clients web site, to link off to these web sites.

vista360 Limited owns all right, title and interest in vista360 Limited' trade names, service marks, inventions, copyrights, trade secrets, patents, and know-how relating to the design, function, or operation of services and of the hardware and software systems and resources necessary to provide the individual service elements of which they consist.

This agreement does not constitute a license to the Client to use 'vista360 Limited' trade names or service marks. All license and copyright deriving from the product(s) or service(s) shall stay with vista360 limited.

### Third party services/software

Should your project require third party services or software, on occasions we may ask that you personally pay for these directly to that third party. Examples may include but are not limited to:

- search engine submission fees (such as Yahoo, Looksmart, etc)
- commercial shopping cart software
- credit card processing services
- customised scripts
- stock photographs

### Content

vista360 Limited are based in Nottinghamshire, UK and are bound by UK law. If we deem that any content you wish to include on your site is highly pornographic, meant to cause extreme offence or considered illegal in any way according to UK law, we reserve the right to refuse to continue with the project. It is imperative that you discuss these matters with us before the commencement of the project.

All content provided by the client is the sole responsibility of that client and vista360 Limited shall not be liable for any legal issues, offence and disputes that may arise from this content now or in the future. All websites commissioned from us are legal, decent, honest and truthful. The commissioning of any website does not breach any contract or infringe or violate any trademark, copyright or other personal or proprietary rights.

Any rates shown are correct at the time of publication but should always be checked with vista360.

vista360 Limited request that we are allowed to include a small, subtle text link to our site from your home page The text will read 'site design by vista360.co.uk web solutions' and will be included in the copyright line at the bottom of your home page.

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Upon receipt of balancing payment, the web site becomes the property of the client  
vista360 Limited reserve the right to display or exhibit any final product(s) to other potential clients  
except where doing so may violate any confidentiality agreements, which may be in force.

## Search engine optimisation and submission

If search engine promotion is included in the project the client understands that  
vista360 Limited cannot guarantee any particular search engine ranking or placement. Submission to  
the majority of search engines and directories does not guarantee entry.  
vista360 Limited cannot be held responsible for any loss financial or otherwise to your business due to  
an unexpected drop in your search engine rankings.  
The client shall supply the initial text content that we apply optimisation to.  
Should the client make changes to any site text that we have optimised, the client understands that  
these changes may have an adverse effect on their search engine ranking.  
Search engine submissions are carried out one time only per engine unless otherwise stated.

## Quotations

The initial quote we provide for you is based on the initial information you supply us. If the project is  
completed with no changes to this initial brief, then you are only liable to pay this initial quoted price.  
If, however, during the project, you, the client, request various changes to the design brief, vista360  
Limited will reserve the right to charge additional fees for this extra work. We will inform you of any  
estimated additional costs involved in any changes you request.

All prices quoted in any proposal are valid for 28 days from date of proposal.  
In some cases it is not possible to give an exact quote on certain services, and in these cases, an  
estimate will be given as a general guide to the expected price for that particular service.

## Payment terms

All projects require an initial deposit before we can commence work. Typically, this is half of the total  
project cost. Balance must be cleared before the completed project is uploaded live to the internet.  
The client can view and test the site on our own private servers before official launch.  
All prices quoted are exactly what you pay with no hidden charges.

**All cheques should be made payable to 'vista360 limited'.**

## Cancellation

Once vista360 Limited have received the initial payment and confirmation from the client, we consider  
the project to be active. If the client wishes to cancel the project they need to do so in writing to  
vista360 limited. The client will be liable to pay for all work already completed on the project, and any  
other additional expenses that vista360 Limited have incurred to this point in time due to this project,  
including any reasonable costs involved in ceasing the project. A full invoice will be sent to the client  
detailing all these costs.

Refunds on third party services where payment is made direct to the third party (such as software

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purchases) are entirely decided by that third party and vista360 Limited cannot be held responsible for any money not refunded.

### Our guarantee

If there are any errors on your site that are due directly to a mistake on our part, we agree to fix this error. Email [support@vista360.co.uk](mailto:support@vista360.co.uk) with a description of the error, and we will send confirmation of our receipt of your email and will begin to look into the matter. We aim to have all such errors fixed within 5 working days of our confirmation.

What is not covered:

- errors that have occurred as a direct result of changes made to your site by you or a third party
- web server faults that are due to the hosting company
- errors that have arisen due to unforeseen changes in internet software or hardware - such as new browsers or operating systems

### Complaints

We take complaints very seriously. If you are unhappy about a particular aspect of our service, please contact us by emailing [complaints@vista360.co.uk](mailto:complaints@vista360.co.uk) We'll get back to you within five working days to discuss the problem.

Alternatively you may call us on 01509 881227 or write to us at vista360 Limited, customer service, the studio, Manor Lodge, Main Street, Wysall, Notts, NG12 5QS