

Terms and Conditions for Software Development Services

Livitpay Limited

Last updated: 3/3/2025

Welcome to Livitpay Limited ("Livitpay", "we", "our", or "us"). These Terms and Conditions ("Terms") govern the software development services provided by Livitpay to our clients ("Client", "you", "your").

By engaging our services, you agree to these Terms. If you do not agree, please do not use our services.

1. Our Services

We offer bespoke software development, which may include:

- - Web and mobile app development
- - Backend systems and API development
- - UX/UI design
- - System integrations
- - Technical consulting
- - Ongoing support and maintenance (if agreed separately)

Details of your project will be defined in a Project Proposal or Statement of Work (SOW) agreed upon by both parties.

2. Project Timelines and Client Responsibilities

We will use reasonable efforts to deliver the services in accordance with the timeline outlined in the proposal.

You agree to:

- - Provide clear and timely instructions, content, and approvals
- - Assign a point of contact for communications
- - Respond to feedback and review requests within reasonable timeframes
- - Pay invoices on time

Any delays caused by your failure to meet these responsibilities may extend delivery times or result in additional charges.

3. Fees, Invoicing and Payment Terms

- - Our fees will be outlined in writing and are exclusive of VAT unless otherwise stated.
- - Invoices are issued based on project milestones, time-based billing, or monthly retainers.
- - Payment terms are 14 days from invoice date.
- - Late payments may incur interest at 4% above the Bank of England base rate.
- - We may suspend work for overdue accounts.

4. Intellectual Property Rights

- - You will own all final deliverables, including source code, designs, and documentation, once full payment has been received.
- - We retain the right to reuse generic code libraries and frameworks not unique to your project.
- - Livitpay may showcase the project in our portfolio or case studies unless you request confidentiality in writing.

5. Confidentiality

Each party agrees to treat all confidential information exchanged during the project as private and not to disclose it to third parties without written consent, unless required by law.

This obligation survives the termination of our agreement.

6. Data Protection and GDPR

Both parties agree to comply with the UK GDPR and Data Protection Act 2018.

- - If we process personal data on your behalf, we do so as a Data Processor under your instructions.
- - You are responsible for ensuring that any data you provide us complies with applicable laws, including obtaining user consent where necessary.
- - We will take appropriate technical and organisational measures to keep personal data secure.
- - Personal data will only be stored, transferred, or accessed in the UK or other countries with adequate data protection laws, unless otherwise agreed.
- - A Data Processing Agreement (DPA) will be provided where required.

7. Warranties and Limitations

We warrant that:

- - Our services will be delivered with reasonable skill and care.

- - The software will function substantially in accordance with agreed specifications at the time of delivery.

However:

- - We do not guarantee the software will be 100% error-free.
- - We are not responsible for issues arising from third-party platforms, integrations, or misuse.
- - Except for liability that cannot be excluded by law, our total liability is limited to the amount paid by you under the relevant contract.

8. Support and Maintenance

- - Support or maintenance is not included unless agreed separately.
- - We offer post-launch bug fixes for up to 30 days from delivery.
- - Any additional changes or support will be quoted separately or covered under a service-level agreement (SLA).

9. Termination

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

Upon termination:

- - You must pay for all work completed to date.
- - We will deliver any completed materials upon receipt of payment.
- - Any licenses granted will cease if the agreement is terminated early for non-payment or breach.

10. Governing Law and Dispute Resolution

These Terms are governed by the laws of England and Wales.

In case of dispute, both parties agree to attempt informal resolution before initiating legal proceedings.

Jurisdiction lies with the courts of England and Wales.

11. Changes to These Terms

We may update these Terms from time to time. Updated versions will be posted on our website. Clients will be notified of material changes.

12. Contact Us

If you have any questions, please contact us:

 Email: info@livitpay.com

 Website: <https://www.livitpay.com>