



Master Terms & Conditions

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Estalytics Ltd (trading as Stalytics)

Registered Office: 65 Lansdown Crescent, Bath, United Kingdom, BA2 0JX
Registered in England and Wales
Company No: 16412155 | VAT No: 494843934 | ICO Reg: ZB950355
legal@stalytics.com

1. Definitions In these Terms, the following definitions apply:

- **"Agreement"** means the contract between Stalytics and the Client, comprising these Terms and the relevant Proposal.
- **"Business Day"** means a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.
- **"Change Request"** means any request by the Client to alter the scope, specifications, or deliverables of the Services after acceptance of a Proposal.
- **"Client"** means the individual, company, or other legal entity that purchases Services from Stalytics.
- **"Deliverables"** means all documents, products, materials, and deliverables developed by Stalytics in relation to the Services, as specified in the Proposal.
- **"Estalytics"** means Estalytics Ltd, a company registered in England and Wales with company number 16412155, trading as "Stalytics".
- **"Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright and related rights, trademarks, service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
- **"Proposal"** means Stalytics' written proposal, quotation, or order form setting out the Services to be provided to the Client and the applicable fees.
- **"Services"** means the services to be provided by Stalytics to the Client as set out in the Proposal. This includes, but is not limited to, the provision of Fixed-Price Website Packages ("Digital Brochure," "Signature One-Page Website," "Signature One-Page Website + Full Setup"), Managed Hosting & Support Plan, Custom Projects, and Ad-Hoc work billed at an hourly rate.
- **"Stalytics"** means the trading name of Estalytics Ltd, the provider of the Services under this Agreement.
- **"Terms"** means these Master Terms & Conditions.

2. Agreement Formation & Acceptance

2.1 These Terms apply to every Proposal and prevail over any terms supplied by the Client unless a director of Estalytics Ltd expressly agrees otherwise in writing.

2.2 The Agreement is formed, and these Terms become legally binding, when the Client: (a) signs or otherwise accepts a Proposal (including by ticking an on-screen box or executing an e-signature); or (b) makes any payment (including via Stripe or other processor) toward the Services.

2.3 The person accepting a Proposal warrants that they have authority to bind the Client. Where the Client is a company, partnership, or other organisation, the person accepting the Proposal confirms they have the necessary authority to bind that entity to these Terms.

2.4 Nothing in these Terms limits any non-waivable statutory rights of a consumer. Where the Client is contracting as a consumer, certain terms of this Agreement may not apply or may be modified by applicable consumer protection laws including the Consumer Rights Act 2015 and Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

2.5 Electronic signatures and communications are valid and enforceable under the Electronic Communications Act 2000. The Client acknowledges that clicking "I agree" or similar buttons, or typing their name in designated signature fields constitutes a valid electronic signature.

2.6 By proceeding with any order or payment, the Client acknowledges that they have read, understood, and agreed to these Terms in their entirety.

3. Scope of Services & Deliverables

- 3.1 Stalytics shall perform the Services with reasonable skill and care and in accordance with the relevant Proposal. The Client acknowledges that Stalytics will apply professional judgement in interpreting requirements and delivering solutions that meet the Client's business objectives.
- 3.2 Unless expressly stated in a Proposal, all delivery dates are estimates and not binding deadlines. Stalytics will make reasonable efforts to meet any projected timelines but cannot guarantee specific completion dates unless explicitly designated as "guaranteed delivery dates" in the Proposal.
- 3.3 Title to and the right to use Deliverables passes only on receipt by Stalytics of all sums due under the Agreement. Until full payment is received, Stalytics retains ownership of all Deliverables and the Client shall not use, reproduce, or distribute any Deliverables.
- 3.4 Any services, functionality, integration, content or output not expressly set out in the Proposal is excluded and constitutes a Change Request (see clause 6). The Client acknowledges that the scope of Services is strictly limited to what is documented in the Proposal.
- 3.5 Stalytics may engage subcontractors or third-party service providers to assist in delivering the Services. Stalytics remains responsible for the work of any subcontractors as if performed directly by Stalytics.
- 3.6 Third-Party Products and Services.
- Acknowledgement: The Client acknowledges that the successful operation of the Deliverables may depend on third-party products, services, software, or platforms, such as domain registrars, website hosting providers, payment gateways, or stock imagery libraries ("Third-Party Services").
 - Stalytics' Role: Stalytics may advise on or facilitate the procurement of such Third Party Services on the Client's behalf. However, Stalytics is not the provider of these services and acts only as a facilitator.
 - Separate Agreements & No Liability: All Third-Party Services are governed by their own terms, conditions, and privacy policies set by the respective provider. The Client agrees to be bound by these terms. Stalytics expressly disclaims all responsibility and liability for the performance, availability, security, or any failure of any Third Party Service. Any support requests, claims, or disputes arising from a Third-Party Service must be resolved directly between the Client and the relevant third-party provider.
- 3.7 Standard Package Deliverables. Unless otherwise specified in a Proposal, the scope for Fixed-Price Website Packages is defined in the official [Pricing Policy](#) available at stalytics.com. The "Digital Brochure" includes a single-page design and basic SEO. The "Signature One-Page Website" adds a contact form and UK Compliance Pack. The "Signature One-Page Website + Full Setup" additionally includes full technical setup and migration to client hosting. The Proposal shall take precedence in any conflict with this standard scope.

4. Service Delivery & Team Qualifications

- 4.1 Web Design and Development Services All web design and development services are carried out by Stalytics' in-house team of certified developers and experienced design professionals. Our team maintains current certifications and follows industry best practices to ensure high-quality deliverables.
- 4.2 Managed Hosting & Support Plan. Stalytics offers an ongoing Managed Hosting & Support Plan as a subscription service. The specific inclusions, service levels, and terms for this plan will be detailed in the relevant Proposal and our [Service Level Agreement](#) (SLA). This plan is governed by these Master Terms & Conditions unless explicitly superseded by the Proposal.
- 4.3 Support and Maintenance Inclusions. The specific inclusions for any support or maintenance plan, such as the Managed Hosting & Support Plan, are detailed in the relevant Proposal and our publicly available service descriptions. Unless otherwise specified, included support time is limited to a "fair use" cap (typically 30 minutes per month), does not roll over if unused, and covers only minor updates. Requests for work exceeding this time will be treated as a new instruction and will be quoted for separately.

4.4 Quality Assurance Stalytics maintains quality assurance processes to ensure all Services meet professional standards. This includes regular review of team qualifications, ongoing professional development, and adherence to industry best practices.

4.5 Professional Standards All Services are delivered in accordance with applicable professional standards, industry codes of practice, and regulatory requirements relevant to the specific service being provided.

4.6 Acceptable Use Policy. The use of any hosting services provided by Stalytics is subject to our Acceptable Use Policy ("AUP"), which is available at <https://stalytics.com/privacy/aup>. The AUP is incorporated into this Agreement by reference. We reserve the right to update the AUP from time to time, and your continued use of the hosting services after any such update constitutes your acceptance of the revised AUP. A violation of the AUP is considered a material breach of this Agreement.

5. Pricing, Deposits & Payment Terms

5.1 Deposit. A non-refundable deposit of 50% of the total Proposal value (or such other amount stated in the Proposal) is payable before work commences. This deposit secures the Client's place in Stalytics' production schedule and covers initial project setup and planning.

5.2 Deposit Justification. The non-refundable deposit secures your project in our production schedule and covers the specific, immediate costs we incur, including project setup, administration, discovery sessions, and the allocation of dedicated team resources. It represents a genuine pre-estimate of the initial costs incurred prior to the commencement of substantive design or development work.

5.3 Balance. All other invoices are payable within 14 calendar days of invoice date (7 days for invoice totals under £5,000). The final balance payment is due upon project completion and prior to the release of final Deliverables, unless otherwise specified in the Proposal.

5.4 Payment Structure. Unless otherwise specified in the Proposal, payment for Services shall be structured as follows:

- (a) 50% non-refundable deposit upon acceptance of the Proposal;
- (b) The remaining 50% upon completion of the Services and prior to the release of final Deliverables.

5.5 VAT & Taxes.

- Fixed-Price Packages: All advertised prices for fixed-price packages are inclusive of Value Added Tax (VAT).
- Other Services: Fees for services not covered under a fixed-price package are treated as follows:
 - Managed Hosting & Support Plan: The price for this subscription service is advertised inclusive of VAT, as detailed in our Pricing Transparency Policy.
 - Hourly & Custom Work: All other services, including but not limited to hourly rates and custom projects, are quoted exclusive of VAT. VAT will be charged in addition to the quoted price at the prevailing rate for these services.
- Invoicing and Responsibility: Stalytics will provide the Client with a valid VAT invoice where applicable. The Client is solely responsible for the payment of any withholding taxes, duties, or other similar deductions that may be required by law.

5.6 Changes in Taxes: Stalytics reserves the right to adjust the final price of any Service to reflect any change in the rate of Value Added Tax (VAT) or the imposition of any new applicable taxes between the date of the Agreement and the date of invoice.

5.7 Late Payment. Overdue amounts accrue interest at 8% per annum above the Bank of England base rate, calculated daily, plus a £40 administration fee per overdue invoice, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Stalytics reserves the right to suspend work on any active projects if payment becomes overdue.

5.8 Chargebacks. The Client agrees to notify Stalytics of any bona-fide billing dispute and engage in good-faith efforts to resolve it directly before initiating a card-scheme chargeback or Section-75 claim. Direct resolution is encouraged as the most efficient path for both parties.

5.9 No Handover. Stalytics is not obliged to release Deliverables, source files, a handover package, or transfer any licence until all invoices have been paid in cleared funds. This includes but is not limited to website files, design assets, source code, and any other project materials.

5.10 Restart Fee. If a project is suspended under clause 7, a £200 + VAT restart fee applies. This fee covers the administrative costs of re-scheduling and re-assigning resources to the project.

5.11 Currency. All payments shall be made in British Pounds Sterling (GBP) unless otherwise specified in the Proposal.

5.12 Payment Methods. Stalytics accepts payment via the methods specified in the Proposal, which may include credit/debit cards, bank transfers, and other electronic payment methods. All electronic payments are processed through secure third-party payment processors.

5.13 Cooling-Off Period. Where the Client is a consumer under the Consumer Contracts Regulations 2013, they are entitled to a statutory 14-day cooling-off period. Details of these cancellation rights, including how to exercise them, are provided in the Proposal and in the order confirmation email.

5.14 Subscription Services. Where Services are provided on a subscription basis, such as the Managed Hosting & Support Plan, the following terms apply:

- (a) Trial and Renewal Transparency: The Managed Hosting & Support Plan may include a complimentary one-month trial. At the end of the trial, the plan will automatically convert to a paid subscription at the rate published in our Pricing Transparency Policy (£50/month VAT inclusive) unless cancelled.
- (b) Billing and Notification: The subscription fee will be billed monthly in advance. Clients on a trial will receive a reminder email at least 7 days before the trial ends, clearly stating the renewal date, cost, and cancellation method.
- (c) Cancellation: The subscription can be cancelled at any time by providing 14 days' written notice to Stalytics. We will also provide a one-click cancellation link in subscription-related emails where feasible.

6. Change Requests & Out-of-Scope Work

6.1 Any Change Request must be agreed in writing before commencement and will be billed at Stalytics' discretion using one of the following pricing models:

- Direct cost + 15% management uplift;
- Hourly rates (VAT excluded)
 - Junior Developer £45/hr;
 - Mid-Level Developer £70/hr;
 - Senior Developer £110/hr;
 - Designer £60/hr; QA/Tester £60/hr;
 - Project Manager £90/hr;
- A mutually agreed fixed fee for clearly scoped minor work.

6.2 The minimum charge for any Change Request is £250 + VAT (or £100 + VAT admin fee for amendments valued under £500 total). This minimum charge applies regardless of the actual time spent on the Change Request.

6.3 Stalytics may treat substantial Change Requests as a separate mini-contract with its own deposit, timeline and terms. For Change Requests exceeding 25% of the original project value, Stalytics reserves the right to issue a new Proposal.

6.4 The Client acknowledges that Change Requests may impact project timelines. Stalytics will provide an estimate of any timeline adjustments when responding to a Change Request.

6.5 If the Client requests work that Stalytics reasonably determines to be out-of-scope, Stalytics will notify the Client before proceeding and provide a Change Request estimate. If the Client proceeds with the Change Request, they agree to pay for the additional work according to the rates specified in clause 6.1.

6.6 Stalytics reserves the right to decline any Change Request that it reasonably determines to be outside its capabilities, contrary to best practices, or otherwise inadvisable.

7. Project Timelines, Client Obligations & Suspension

7.1 The Client shall respond to drafts, queries and Change Requests within 7 calendar days of receipt. Failure to provide timely feedback may result in project delays for which Stalytics cannot be held responsible.

7.2 If the Client fails to respond within 21 calendar days of a written reminder, Stalytics may suspend the project. Time will recommence only on receipt of all outstanding information and the restart fee under clause 5.8. During suspension, Stalytics may reassign resources to other projects.

7.3 Stalytics shall promptly notify the Client of any material delay and propose a revised schedule. The Client agrees to work collaboratively with Stalytics to address any delays and adjust timelines as necessary.

7.4 Stalytics shall not be liable for delay caused by the Client's act or omission, including but not limited to:

- Failure to provide necessary information, content, or approvals;
- Changes to project requirements or scope;
- Delayed payment of invoices;
- Failure to perform the Client's responsibilities as outlined in the Proposal.

7.5 The Client shall:

- Provide Stalytics with all information, materials, and approvals necessary to perform the Services;
- Ensure that all information and materials provided are accurate, complete, and not in violation of any third-party rights;
- Obtain all necessary permissions and consents for the use of any third-party materials provided to Stalytics;
- Comply with all reasonable instructions and guidelines provided by Stalytics regarding the Services.

7.6 Stalytics may suspend Services immediately upon written notice if:

- The Client fails to make any payment when due;
- The Client is in material breach of any provision of this Agreement;
- The Client's use of the Services breaches our [Acceptable Use Policy](#) (AUP) or otherwise creates a risk to the security or integrity of our systems.

7.7 Project Abandonment: If the Client fails to respond to communications or provide necessary feedback for a continuous period of sixty (60) days, Stalytics reserves the right to deem the project abandoned. In such an event, Stalytics will issue a final notice to the Client. If no response is received within a further fourteen (14) days, the Agreement will be terminated automatically. All payments made to date will be forfeited to cover work performed, and the Client will not be entitled to any refund or deliverables. Stalytics shall have no further obligation to the Client.

8. Cancellation & Termination

8.1 Cancellation by the Client.

- Cancellation Charges: Should the Client cancel the Services after the Agreement is formed, a cancellation charge will be payable. This charge is designed to be a fair and genuine pre-estimate of the costs incurred and losses suffered by Stalytics up to the point of cancellation:
 - Pre-Kick-off: Deposit only, if no substantive work has commenced.
 - Post-Design / Pre-Development: 75% of the total project value, if initial design concepts have been delivered but development has not started.
 - During Development: 100% of the total project value, if development work has commenced.
- Consumer Rights: These charges are without prejudice to a consumer's statutory rights, including the 14-day cooling-off period under the Consumer Contracts Regulations 2013. If a consumer cancels within this period, any payments made will be refunded, less a deduction for the value of any services provided at the consumer's express request.
- Process: All cancellations must be made in writing to the email address specified in Clause 23.

8.2 Termination for Cause, Either party may terminate the Agreement immediately by written notice if the other:

- commits a material breach and fails to remedy it within 14 days of notice;
- engages in illegal, abusive or fraudulent activity;
- enters liquidation, administration or insolvency. Upon termination for any reason, the Client shall pay for all Services rendered up to the effective date of termination and clause 5.7 shall apply.

8.3 Termination by Stalytics, Stalytics may terminate immediately for Client breach, abusive conduct or reputational risk. The Client remains liable for all work performed to the termination date. Stalytics may terminate if:

- The Client fails to pay any amount due under this Agreement within 30 days of the due date;
- The Client's conduct poses a reputational risk to Stalytics, including but not limited to illegal activities, harassment of staff, or public disparagement;
- Stalytics reasonably determines that continuing to provide Services would violate applicable laws or professional standards.

8.4 Consequences of Termination Upon termination or expiration of this Agreement for any reason:

- The Client shall immediately pay all outstanding invoices and fees for Services performed up to the date of termination;
- All licences granted under this Agreement shall terminate unless explicitly stated to survive termination;
- Each party shall return or destroy all confidential information of the other party in its possession;
- The provisions of this Agreement that by their nature should survive termination shall remain in effect.

9. Intellectual Property & Licensing

9.1 Subject to full and final payment, Stalytics assigns to the Client a worldwide, perpetual, exclusive licence (or transfer, where applicable) to use the final Deliverables solely for the purposes specified in the Proposal. This licence includes the right to modify, adapt, and create derivative works based on the Deliverables.

9.2 Stalytics retains ownership of all pre-existing intellectual property, methodologies, templates, and know-how used in the provision of Services. The Client receives no rights to such pre-existing materials except as necessary to use the Deliverables.

9.3 The Client warrants that all materials provided to Stalytics do not infringe any third party intellectual property rights and that the Client has all necessary rights to use such materials in connection with the Services.

9.4 Stalytics reserves the right to use general knowledge, skills, experience, and techniques developed during the provision of Services for other clients, provided that no confidential information specific to the Client is disclosed.

9.5 Where Services include the creation of software, websites, or digital products, Stalytics may incorporate third-party components, libraries, or frameworks. The Client's licence to use such components is subject to the applicable third-party licence terms.

9.6 Portfolio Licence: The Client grants Stalytics a non-exclusive, worldwide licence to display the final Deliverables in our professional portfolio, case studies, and for other marketing purposes. Stalytics agrees not to display the work publicly until after the Client's official launch date, or a date otherwise agreed in writing. The Client may revoke this licence at any time by providing written notice, and Stalytics will promptly remove the work from its portfolio.

10. Use of AI, Tools & Automation

10.1 Stalytics may use artificial intelligence tools, automation software, and other technological aids to enhance the efficiency and quality of Services. The use of such tools does not diminish the professional standard of care applied to the Services.

10.2 Where AI or automated tools are used, Stalytics maintains human oversight and quality control to ensure all Deliverables meet professional standards and the Client's requirements.

10.3 The Client acknowledges that the use of modern tools and technologies, including AI, is standard practice in the digital services industry and contributes to cost-effective and efficient service delivery.

10.4 Stalytics warrants that any AI or automated tools used comply with applicable data protection laws and do not compromise the confidentiality of Client information.

10.5 Ownership & Non-Infringement. Where Deliverables include outputs generated with the assistance of artificial intelligence or automated tools, Stalytics warrants that such Deliverables have been reviewed and curated by human professionals to ensure they meet the required professional standard and, to the best of Stalytics' knowledge, do not infringe any third-party intellectual property rights. Ownership of such Deliverables passes to the Client in accordance with clause 9. Due to the evolving nature of AI law, ownership and IP rights in AI-generated content are subject to legal developments. Stalytics commits to best efforts and human review to ensure compliance.

11. Confidentiality & Data Protection

11.1 Each party acknowledges that it may have access to confidential information of the other party. Each party agrees to maintain the confidentiality of such information and not to disclose it to third parties without prior written consent.

11.2 Stalytics processes personal data in accordance with the General Data Protection Regulation (GDPR), the Data Protection Act 2018, and other applicable data protection laws. Details of data processing activities are set out in Stalytics' [Privacy Policy](#).

11.3 Data Controller/Processor Relationship: Where the Client provides personal data to Stalytics for processing as part of the Services, the parties acknowledge that the Client is the data controller and Stalytics is the data processor. A separate Data Processing Agreement may be required for certain Services.

11.4 ICO Registration: Estalytics Ltd is registered with the Information Commissioner's Office (ICO) under registration number ZB950355.

11.5 Stalytics implements appropriate technical and organisational measures to protect personal data against unauthorised access, alteration, disclosure, or destruction.

11.6 The Client warrants that any personal data provided to Stalytics has been obtained lawfully and that the Client has all necessary consents and legal bases for its processing.

11.7 Data Processing Agreements. Where Services involve the processing of personal data on behalf of the Client, Stalytics may require the execution of a separate [Data Processing Agreement](#) (“DPA”) to define roles, responsibilities, and safeguards in compliance with the UK GDPR. Examples include (but are not limited to) projects involving customer databases, CRM integrations, or email marketing systems.

12. Call Recording

12.1 Stalytics may record telephone calls and video conferences for quality assurance, training purposes, and to maintain accurate records of project discussions and decisions.

12.2 Lawful Basis. Recordings are made under Stalytics’ legitimate interest in ensuring quality assurance, training, and accurate record-keeping. Clients will be notified at the beginning of any recorded call. Continued participation in the call constitutes consent to recording.

12.3 Recordings are stored securely and are accessible only to authorised Stalytics personnel. Recordings may be retained for up to 12 months or as required by law.

12.4 The Client may request a copy of any recording in which they participated, subject to verification of identity and payment of reasonable administrative costs.

12.5 Right to Object. Where the Client objects to recording, Stalytics will offer alternative unrecorded communication channels (such as email or written notes) where feasible.

12.6 Data Protection Compliance. All recordings are handled in accordance with the UK GDPR and the Data Protection Act 2018. Clients retain the right to access or request deletion of recordings relating to them, subject to Stalytics’ legal and regulatory obligations.

13. Conduct & Public Statements

13.1 Both parties agree to conduct themselves professionally and courteously in all interactions. Abusive, threatening, or discriminatory behaviour will not be tolerated.

13.2 The Client agrees not to make public statements that could damage Stalytics' reputation, including but not limited to false or misleading reviews, social media posts, or public communications.

13.3 Any disputes should be addressed directly with Stalytics management before resorting to public forums or review platforms.

13.4 Stalytics reserves the right to terminate the Agreement immediately if the Client engages in conduct that poses a reputational risk or creates a hostile working environment.

14. Indemnity

14.1 The Client agrees to indemnify and hold harmless Stalytics from any claims, damages, losses, or expenses arising from:

- The Client's breach of this Agreement;
- The Client's use of the Deliverables in a manner not authorised by this Agreement;
- Any claim that materials provided by the Client infringe third-party rights;
- The Client's violation of applicable laws or regulations.

14.2 Stalytics agrees to indemnify the Client against claims that the Deliverables (excluding Client-provided materials) infringe third-party intellectual property rights, provided that the Client promptly notifies Stalytics of any such claim and cooperates in the defence.

15. Limitation of Liability

15.1 Consumer Clients: Nothing in this Agreement excludes or limits Stalytics' liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation, or any other liability that cannot be excluded by law.

15.2 Business Clients: Subject to clause 15.1, Stalytics' total liability under this Agreement shall not exceed the total fees paid by the Client for the specific Services giving rise to the claim.

15.3 Stalytics shall not be liable for any indirect, consequential, or special damages, including but not limited to loss of profits, business interruption, or loss of data.

15.4 The Client acknowledges that the limitations of liability reflect the allocation of risk between the parties and the fees charged for the Services.

16. Force Majeure

16.1 Neither party shall be liable for any failure or delay in performance under this Agreement that is due to fire, flood, earthquake, elements of nature, acts of God, acts of war, terrorism, riots, civil disorders, rebellions, or other causes beyond the reasonable control of such party.

16.2 The affected party shall promptly notify the other party of any force majeure event and use reasonable efforts to mitigate its effects.

16.3 If a force majeure event continues for more than 60 days, either party may terminate this Agreement upon written notice.

17. Dispute Resolution & Governing Law

17.1 This Agreement is governed by the laws of England and Wales. The English courts shall have exclusive jurisdiction over any disputes arising under this Agreement.

17.2 Before commencing legal proceedings, the parties agree to attempt to resolve disputes through good-faith negotiations and, if necessary, mediation.

17.3 Consumer Rights: Where the Client is a consumer, they may also have the right to use alternative dispute resolution procedures and may bring proceedings in the courts of their country of residence.

18. Consumer Fairness & Statutory Rights

18.1 Where the Client is a consumer, nothing in this Agreement affects their statutory rights under the Consumer Rights Act 2015, Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, or other applicable consumer protection legislation.

18.2 Consumer clients have the right to expect Services to be performed with reasonable care and skill, as described, and within a reasonable time.

18.3 If Services do not conform to the contract, consumer clients may be entitled to remedies including repeat performance, price reduction, or refund as provided by law.

18.4 This Agreement includes terms that are necessary for the protection of Stalytics' legitimate business interests but does not seek to exclude or limit consumer rights beyond what is permitted by law.

19. Notices

19.1 All notices under this Agreement must be in writing and delivered by email to the addresses specified in the Proposal or as updated by either party.

19.2 Notices are deemed received on the Business Day following successful email delivery, provided that delivery occurs before 5:00 PM on a Business Day.

19.3 Either party may change their notice address by providing written notice to the other party.

20. Entire Agreement & Non-Reliance

20.1 Entire Agreement & Referenced Policies. This Agreement, which consists of the relevant Proposal, these Master Terms & Conditions, the [Service Level Agreement](#) (if applicable), and the [Data Processing Agreement](#) (if applicable), constitutes the entire agreement between the Parties. This Agreement supersedes all prior negotiations, representations, or agreements. The Parties further acknowledge that the [Acceptable Use Policy](#) (AUP), available at the URL specified herein, is incorporated by reference and forms a binding part of this Agreement.

20.2 The Client acknowledges that they have not relied on any statement, promise, or representation made by Stalytics that is not set out in this Agreement.

20.3 Any modifications to this Agreement must be in writing and signed by both parties.

21. Survivability

21.1 The following clauses shall survive termination or expiration of this Agreement:

- Definitions (1)
- Intellectual Property & Licensing (9)
- Confidentiality & Data Protection (11)
- Indemnity (14)
- Limitation of Liability (15)
- Dispute Resolution & Governing Law (17)
- and this Survivability clause (21).

22. No Class Actions

22.1 The Client agrees that any dispute with Stalytics must be resolved on an individual basis and waives any right to participate in class action lawsuits or class-wide arbitration.

22.2 This clause does not apply to consumer clients where such waiver would be unenforceable under applicable law.

22.3 Consumer Safeguard. Nothing in this clause affects a consumer Client’s statutory rights, including the right to bring a claim in the small claims court or to use recognised ADR schemes.

23. Contact Details

For all notices, queries, and communications under this Agreement:

Estalytics Ltd (trading as Stalytics)

Email: legal@stalytics.com

Registered Office: 65 Lansdown Crescent, Bath, United Kingdom, BA2 0JX

Registered in England and Wales

Company Number: 16412155

VAT Number: 494843934

ICO Registration: ZB950355

Last Updated: July 2025 Version: 2.0 This document has been prepared in accordance with English law and reflects current legal requirements as of the date of publication. Clients are advised to seek independent legal advice if they have questions about their rights and obligations under this Agreement

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