

Heatherstack General Terms

Last updated 25 September 2026

These terms set out how we work together. Where possible, they're written in plain English because we want you to read them. Where legal precision is absolutely necessary, we've used it and included an explanation.

1. About us

1.1 We are Heatherstack Limited, a company registered in England and Wales (company number 17388412), with our registered office at 10 Kingsmead Avenue, Chichester, PO19 6GA (“**we**”, “**us**”, “**our**”).

1.2 “**You**” means the business buying services from us.

1.3 Registered customers can contact us through our customer portal at my.heatherstack.com or by emailing support@heatherstack.com. Anyone else can reach us through heatherstack.com/contact.

2. How our agreement works

2.1 Our agreement with you is made up of:

- **the Order:** the quote, proposal or portal sign-up that details what you're purchasing, the price, and any relevant specific terms;
- **these General Terms;**
- **the Schedule** for each service you buy: Schedule A (Managed Hosting & Support) and/or Schedule B (Projects & Consultancy);
- **the Data Processing Addendum (DPA)**, which applies whenever we handle personal data on your behalf.

2.2 If these documents conflict, the DPA takes priority on data protection matters. Otherwise the Order takes priority, then the Schedule, then these General Terms.

2.3 The agreement starts when you accept an Order. You can accept by signing it, confirming by email, accepting it in our portal, or paying the first invoice, whichever happens first.

2.4 Quotes are valid for 30 days unless they say otherwise.

2.5 These terms apply instead of any terms you try to add, for example on a purchase order.

3. We work with businesses

3.1 Our services are primarily intended for businesses, including sole traders. By accepting an Order, you confirm you're buying for business purposes and that you have the authority to do so.

3.2 If you're buying as a private individual, please tell us. Nothing in these terms affects your statutory rights as a consumer. That includes your right to cancel within 14 days of agreeing to a service contract made at a distance. If you ask us to start work within those 14 days and then cancel, you'll pay for what we've done up to that point.

4. What we promise

4.1 We'll provide our services with reasonable care and skill, in line with good industry practice.

4.2 Websites depend on software and services we don't control, such as WordPress, plugins, browsers and hosting infrastructure. As a result, we can't guarantee that anything will be entirely error-free or uninterrupted.

4.3 We may use trusted subcontractors to help deliver our services. They're bound by confidentiality, and we remain responsible for their work.

4.4 We hold professional indemnity insurance.

4.5 **Fixing our mistakes.** If work we've done has a defect, tell us within 30 days of the work being completed. We'll fix it or redo it at no charge. That is your only remedy for the defect itself. It doesn't limit claims for other loss, which clause 10 covers.

5. What we need from you

5.1 You'll:

- give us accurate information, the access we need and timely decisions;
- make sure you have the right to use any content, images, fonts or other materials you give us;
- keep your own login credentials secure, and tell us promptly if you think one has been compromised;
- use our services lawfully.

5.2 If you're late with something we need, we're not responsible for the delay it causes. We may charge for extra time it costs us, and we'll tell you before we do.

5.3 You agree to cover our reasonable costs if a third party makes a claim against us because of content or materials you supplied.

6. Fees and payment

6.1 Our fees are set out in the Order, Quote, or Invoice. Prices exclude VAT, which we'll add where it applies.

6.2 We invoice by email, in pounds sterling. Invoices are due within 28 days of the invoice date unless the Order says otherwise. You pay any bank charges for international transfers.

6.3 Work outside the Order is charged at our hourly rate, which is stated in the Order. We'll always tell you before we start chargeable work, except in an emergency where waiting would make things worse.

6.4 You buy third-party products directly from their providers and hold the licences yourself. This includes premium plugins, themes, fonts, stock images and domain names. If we agree to buy something on your behalf, we'll recharge it at cost or with an admin fee if agreed in advance.

6.5 If you dispute part of an invoice, you must do so within 14 days of receiving it and pay the undisputed part on time.

6.6 If you pay late, we may charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998. The interest rate is 8% a year above the Bank of England base rate. We may also pause work, or suspend services as set out in the relevant Schedule, until overdue invoices are paid.

7. Confidentiality

7.1 We'll each keep the other's confidential information private and use it only for the purposes of this agreement. That includes business information, project details, and passwords and other access details.

7.2 Information isn't confidential if it's already public (unless it's public only through a breach of this clause), was already known to the recipient, or was developed independently. Either of us may disclose information when the law or a regulator requires it.

7.3 Either of us may share confidential information with staff, subcontractors or professional advisers who need it and are bound to keep it confidential.

7.4 This clause lasts for three years after our agreement ends. For passwords, access details and personal data, it lasts for as long as the information is held.

7.5 If either of us thinks the other's confidential information may have been compromised, we'll tell the other promptly and help put things right.

8. Data protection

8.1 When we handle personal data on your behalf, such as your website visitors' and customers' data, you're the controller and we're the processor. The DPA (Data Protection Addendum) applies.

8.2 When we handle your own contact and billing details, we're the controller. Our privacy notice at heatherstack.com/privacy explains how we use them.

9. Intellectual property

9.1 We each keep ownership of whatever we owned before our agreement.

9.2 We keep ownership of our own tools, code libraries, starter themes, templates, processes and know-how ("**Our Materials**"), and may reuse them for other clients. Where Our Materials form part of something we deliver to you, you get a permanent, non-exclusive, royalty-free licence to use them as part of it.

9.3 Ownership of work we create specifically for you is covered in Schedule B. We never claim ownership of your website, content or data simply because we host it.

9.4 WordPress, plugins, themes and other third-party software are supplied under their own licences.

9.5 You give us permission to use your materials as needed to provide our services.

10. Liability

10.1 Nothing in these terms limits liability for death or personal injury caused by negligence, fraud, or for anything else the law doesn't allow to be limited.

10.2 Neither of us is liable for loss of profits, revenue, sales, business, contracts, goodwill or anticipated savings, or for any indirect or consequential loss.

10.3 You should keep your own copies of anything important. If data is lost or corrupted, our responsibility is to use reasonable efforts to restore it from the most recent backup we hold.

10.4 Our total liability to you in any 12-month period is limited to the fees you paid us in the 12 months before the event that gave rise to the claim, or to £20,000, whichever is greater.

10.5 The limit in 10.4 doesn't apply to your obligation to pay our fees, or to clause 5.3.

10.6 **Third-party infrastructure.** We rely on infrastructure and services we don't control. These include hosting and cloud providers, DNS and content delivery networks, domain registrars, internet and telecoms providers, certificate authorities and utility suppliers. We aren't liable for loss resulting from their failure, interruption or security breach. When one of them fails, we'll work to restore your service as quickly as we reasonably can.

10.7 **Payments.** We aren't responsible for your payment gateways or merchant accounts, or for chargebacks, payment reversals or payment fraud.

10.8 **Work by others.** We aren't responsible for defects in work that wasn't carried out by Heatherstack Limited. That includes anything built or changed before we started working with you.

11. Ending the agreement

11.1 Recurring services end as set out in Schedule A. Projects and consultancy end as set out in Schedule B.

11.2 Either of us may end the agreement immediately by written notice if the other:

- seriously breaches it and doesn't fix the breach within 14 days of being asked to; or
- becomes insolvent, enters administration or liquidation, or stops trading.

11.3 We may end the agreement by written notice if an invoice is still unpaid 30 days after its due date.

11.4 When the agreement ends, you pay for work done and services provided up to the end date. Clauses 6 to 10 and 14 continue to apply after it ends.

12. Things outside our control

12.1 Neither of us is liable for delays or failures caused by events beyond our reasonable control. Examples include failures of power, internet or infrastructure providers, cyber attacks we couldn't reasonably have prevented, extreme weather, pandemics, war and government action.

12.2 If such an event affects a service for more than 30 days, either of us can end that service by written notice.

13. Changes to these terms

13.1 We may update these terms from time to time. The current version is always at heatherstack.com/terms.

13.2 For recurring services, we'll give you at least 30 days' notice by email of any change that materially affects you. If you don't accept the change, you can end the affected service before it takes effect, without paying for any remaining notice period.

13.3 A project continues under the version of these terms in force when you accepted its Order.

14. The small print

14.1 **Notices.** Notices under this agreement can be sent by email: to you at the address you gave us, and to us at support@heatherstack.com. An email sent outside UK business hours counts as received on the next business day.

14.2 **Transfers.** You can't transfer this agreement without our written agreement. We may transfer it to a business that takes over our services, and we'll tell you if we do.

14.3 **Our relationship.** Nothing in this agreement makes us partners, or makes either of us the other's agent or employee.

14.4 **Entire agreement.** This agreement is everything we've agreed about its subject. Neither of us is relying on anything said or written that isn't in it.

14.5 **Waiver and severance.** If either of us doesn't enforce a right straight away, we haven't given it up. If a court decides any part of this agreement is unenforceable, the rest still applies.

14.6 **Third parties.** Only you and we can enforce this agreement.

14.7 **Disputes.** If something goes wrong, we'll both try to sort it out by talking first. If we can't resolve it within 30 days, either of us may go to court.

14.8 **Law.** This agreement is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.