

Terms and Conditions

Last Updated: 01/12/2017

Severn Creative Limited are a registered company, registered in England and Wales no 11060633, Registered address; 29 Edwy Parade, Gloucester, GL1 2QH. Hereby referred to as Severn Creative.

1. Proofs and Samples
 - a. Prior to completion or continuation of work, proof designs will be supplied for the customers approval. Severn Creative do not any liability for items not identified by the customer during the proofing stage.
 - b. In the event of designs being sent to print containing errors not identified as per item 1.a, the customer may become liable for the costs of re-printing.
 - c. Where designs have been left to the discretion of Severn Creative, any subsequent changes in design, layout, format or type requested by the customer may incur additional cost.
 - d. Proofs will be provided in a digital format, hard copies will not be provided by Severn Creative unless specifically quoted.
 - e. All reasonable efforts and precautions are taken to ensure the item(s) being proofed are as 'true-to-life' as possible, however a number of factors beyond Severn Creative's control may cause colour and texture reproduction differentiations which may result in alterations in the final product(s).
2. Project Completion
 - a. Severn Creative reserve the right to add our company tag 'designed and built by Severn Creative Ltd' in an appropriate location of your website to link back to our site.
 - b. Upon completion, your site will be migrated from a development URL to your live URL where Severn Creative will perform a number of processes. It is important that the customer checks the site and notifies Severn Creative immediately with any errors in the website.
3. Renewals
 - a. Severn Creative will automatically renew services unless a written cancellation request has been received by the customer at-least 30 days prior to renewal.
4. Payment and Delivery
 - a. Turnaround is measured in working days, defined as days on which the clearing banks in the City of London are open for normal business.
 - b. Risk of loss or damage to work completed by Severn Creative is passed to the customer upon delivery. Ownership and title of the work will not be passed to the customer until Severn Creative has received payment in full.
 - c. At the start of your project, you will be supplied a payment schedule within the quote including your deposit and subsequent balance payments.
 - d. All payments should be made and cleared no later than 30 days after the invoice has been issued (unless elsewhere stated).
 - e. Late or non payments may incur a penalty fee and could result in the subsequent suspension of service(s).

5. Hosting and Support

- a. Support is issued on a first come first served basis. Whilst we make every endeavour to respond in a timely manner this may not always meet the customers expectations during busy periods.
- b. Patches and updates are performed regularly across the network of sites hosted by Severn Creative, whilst we make every effort to check sites following updates, it is the customers responsibility to notify Severn Creative of any issues that arise as a result of updates.
- c. Over time the scripts or code used in your website may become out-of-date and vulnerable to Spam or hackers and subsequently require overhauling or upgrading. This is not including in routine maintenance unless otherwise stated. Severn Creative will advise you of the cost and time-scales at the time.
- d. Severn Creative reserve the right to charge for faults that have occurred through no fault of its own and that are outside of its control. This includes Microsoft updates to Internet Explorer and other browser updates that change the way a website is displayed, such changes cannot be predicted and are therefore chargeable at Severn Creative's hourly rate.
- e. Data stored on our servers is regularly backed up, and up to 4 times a day for our premium hosting service, where possible it will be used in the event of failure or corruption of data, however this service is not 100% guaranteed and hosting is engaged with this understanding. It is recommended that you keep an independent backup of all data stored. We shall not be held liable for any loss or damages caused by the use or misuse, unavailability or removal of services.
- f. When your account is closed, all files (including web pages, etc.) will be deleted. We reserve the right to cancel your account at anytime with 30 days notice. We also reserve the right to amend and update these terms and conditions at any time without notice. To protect your privacy we never distribute your name or e-mail address to third parties.

6. Material and Matter

- a. Severn Creative shall not be required to produce, host, print or supply item(s) it deems illegal, immoral, blasphemous, morally offensive, politically extreme, obscene or fraudulent.
- b. Severn Creative will use customer contact details for billing and marketing purposes but will not pass your detail onto any third party.
- c. Severn Creative may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

7. Liabilities to the customer

- a. Severn Creative shall not be liable to the customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the contract for:
 - i. Loss of profits
 - ii. Loss of sales or business
 - iii. Loss of agreements or contracts
 - iv. Loss of anticipated savings
 - v. Loss of use or corruption of software, data or information
 - vi. Loss of damage to goodwill

- vii. Any indirect or consequential loss
 - viii. Specific placement or page ranking
- 8. Force Majeure
 - a. Severn Creative shall be under no liability (and shall not be obliged to refund all or part of any fees paid by the customer) if it shall be unable to perform any obligation which is owed by it to the customer for any reason beyond their control, including (without limiting the foregoing)
 - i. Act of God
 - ii. Legislation
 - iii. War
 - iv. Fire
 - v. Flood
 - vi. Drought
 - vii. Failure of power supply
 - viii. Lock-out
 - ix. Strike (or other action taken by employees)
- 9. Confidentiality
 - a. Each party may disclose the other party's confidential information
 - i. To its employees, officers, representatives, subcontractors or advisors who need to know such information for the purposes of carry9ing out the party's obligations.
 - ii. As may be required by law.
 - iii. Neither party shall use the other party's confidential information for any purposes other than those outlined in the agreement.

These terms and conditions may be altered from time to time by Severn Creative without warning or notice (but not for the avoidance of doubt by any customers). The latest version of theme terms and conditions may be accessed via the website.