
SWT DIGITAL TERMS AND CONDITIONS

These Terms and Conditions are the standard terms for the provision of services by SWT Digital Ltd, a company registered in England and Wales with company number 11513515, VAT number GB 304450247, whose registered address is 73 Albert Road, Colne, Lancs. BB8 0BP

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means any day between the hours of 9am and 5pm other than a Saturday, Sunday or bank holiday;
“Calendar Day”	means any day of the year;
“Contract”	means the contract for the provision of Services, as explained in Clause 2;
“Price”	means the price payable for the Services;
“Services”	means the services which are to be provided by Us to you as confirmed in Our written Confirmation;
“Order”	means your order for the Services;
“Order Confirmation”	means Our acceptance and confirmation of your Order as described in Clause 3;
“We/Us/Our”	means SWT Digital Ltd whose registered address is 73 Albert Road, Colne, Lancs. BB8 0BP

Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications sent by e-mail.

2 The Contract

- 2.1 These Terms and Conditions govern the use of our Website and the provision of Services by Us and will form, together with the express terms of any written Agreement, the basis of the Contract between Us and you. Please ensure that you have read these Terms and Conditions carefully and regularly refer to them as SWT reserve the unrestricted right to vary, amend or remove in any way these terms and conditions from time to time. If you are unsure about any part of these Terms and Conditions, please ask for clarification.
- 2.2 Nothing provided by us including, but not limited to, sales and marketing literature constitutes a contractual offer capable of acceptance. Your request for services or an order received by us for services constitutes a contractual offer that We may, at our discretion, accept.
- 2.3 A legally binding contract between Us and you will be created upon our acceptance of your request or order, indicated by Our written Confirmation.
- 2.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:

- 2.4.1 The main characteristics of the Services;
- 2.4.2 The total Price for the Services or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
- 2.4.3 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Services;
- 2.4.4 The duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract.

3 Orders

- 3.1 No part of our Website constitutes a contractual offer capable of acceptance. Your request or order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending you a Confirmation by email. Only once We have sent you a Confirmation will there be a legally binding contract between Us and you.
- 3.2 All requests or orders for Services made by you will be subject to these Terms and Conditions and the terms of any written Agreement.
- 3.3 If your Order is changed We will inform you of any change to the Price in writing.
- 3.4 You may cancel your Order in writing without charge before Services commence provided costs or disbursements have not been incurred by Us preparing for delivery of Services.
- 3.5 We may cancel your Order at any time before We begin providing the Services. If such cancellation is necessary, We will inform you as soon as is reasonably possible in writing.

4 Price and Payment

- 4.1 The Price of Services and payment intervals and frequencies are as agreed in writing with you.
- 4.2 Our Prices may change at any time but these changes will not affect Orders We have already accepted in writing.
- 4.3 VAT is applicable.
- 4.4. We accept the following methods of payment: Secure Card payments, BACS or PayPal payments.
- 4.5 If you do not make payment to Us in full by the due date of 30 calendar days following the date the invoice is sent to you, unless otherwise agreed in the Agreement, We may suspend the Services. We may charge you interest on the overdue sum at the rate of 8% per annum above the Bank of England rate as it applies from time to time on any unpaid invoice amount which remains payable 30 days after the date the invoice was sent. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum. We ask you to please note the terms of any Agreement you have entered into with Us. This does not affect Our right to charge you interest on any overdue sums.

5 Providing Services

- 5.1 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in the IT sector, and in accordance with any information provided by Us about the Services.
- 5.2 We will begin providing the Services on the date confirmed in Our Order Confirmation unless otherwise agreed in writing.
- 5.1 We will make every reasonable effort to complete the Services in a timely manner. We cannot, however, be held responsible for any delays if an event outside of Our control occurs.
- 5.2 If We require any information or action from you in order to provide the Services, We will inform you of this as soon as is reasonably possible. If the information or action required of you under this Clause is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result.

6 Problems with the Services and Your Legal Rights

- 6.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that you inform Us in writing as soon as is reasonably possible. We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.
- 6.2 As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact Trading Standards.

7 Our Liability

- 7.1 We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 7.2 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors), or for fraud or fraudulent misrepresentation.
- 7.3 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights. For more details of Your legal rights, please refer to Trading Standards.

8 Events Outside of Our Control (Force Majeure)

- 8.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 8.2 If any event described under this Clause occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
 - 8.2.1 We will inform you as soon as is reasonably possible;
 - 8.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
 - 8.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;

- 8.2.4 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your rights to Cancel under these Terms and/or your Agreement;
- 8.2.5 If the event outside of Our control continues for more than 1 month, We may cancel the Contract in accordance with Our rights to cancel under these Terms and the Agreement and inform you of the cancellation.

9 Cancellation

- 9.1 Cancellation must be in writing and is subject to any specific terms agreed between us governing the Services. Specific details agreed and that are applicable concerning any minimum contract duration, cancellation provisions and minimum notice period will be set out in writing including in any Agreement document and/or confirmed in Our Order Confirmation.
- 9.2 Subject to these Terms and the terms of any Agreement, You may cancel your Order for the Services before the Services begin. You will only incur costs or disbursements already incurred by Us preparing for provision of the Services.
- 9.3 If you cancel after provision of the Services has begun but is not yet complete you will still be required to pay for the Services provided up until the point at which you inform Us that you wish to cancel. The amount due shall be calculated in proportion to the full price of the Services and the actual Services already provided. Any sums that have already been paid for Services not received shall be refunded subject to deductions calculated in accordance with the foregoing. Any refund due will be made using the same payment method you used when ordering the Services unless you specifically request that We make a refund using a different method.
- 9.4 We may cancel your Order for the Services before the Services begin without liability.
- 9.5 If any of the following occur, We may cancel the Services and the Contract immediately by giving you written notice:
 - 9.5.1 You fail to make a payment on time as required under the Agreement (this does not affect our right to suspend and/or charge interest on overdue sums); or
 - 9.5.2 You have breached the Agreement or Terms in any material way and have failed to remedy that breach within 14 days of Us asking you to do so in writing; or
 - 9.5.3 We are unable to provide the Services due to an event outside of Our control (for a period longer than that in sub-Clause 8.2.5).
- 9.6 A breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

10 Communication and Contact Details

If you wish to contact Us, you may do so by email at hello@swtdigital.com or by writing to: SWT Digital Ltd, 73 Albert Road, Colne, Lancs. BB8 0BP

11 Complaints and Feedback

We always welcome feedback from Our clients and, whilst We always use all reasonable endeavours to ensure that your experience as a client of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

If you wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, the Agreement, or the Services, please contact Us in writing, addressed to Complaints, SWT Digital Ltd, 73 Albert Road, Colne, Lancs. BB8 0BP

12 How We Use Your Personal Information (Data Protection)

12.1 All personal information that We may use including your personal and contact details and details necessary for processing payment will be collected, processed and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under GDPR, or any legislation which succeeds GDPR.

12.2 For complete details of Our collection, processing, storage, and retention of personal data including Use of Cookies, the purpose(s) for which personal data is used, details of your rights and how to exercise them, please refer to Our Privacy Policy available on our Website.

13 Other Important Terms

13.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Agreement, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

13.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Agreement, as applicable) without Our express written permission.

13.3 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

13.4 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

13.5 In the event of any conflict between these Terms and clauses in a written Agreement, the Agreement entered into with you will prevail.

14 Access to and Use of Our Website

14.1 Access to Our Website is free of charge.

14.2 It is your responsibility to make any and all arrangements necessary in order to access Our Website.

14.3 Access to Our Website is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Website (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Website (or any part of it) is unavailable at any time and for any period, neither are we liable for any errors or inaccuracies contained on our Website nor any reliance on the same.

14.4 Use of Our Website is subject to Our Privacy Policy which contains our Policy on Cookies. Please ensure you have read it carefully and understand it.

14.5 We are not liable or responsible for the accuracy of content contained on external 3rd party websites that we may provide links to. Unless expressly stated by Us we are not affiliated with 3rd party organisations whose links are provided.

15 Intellectual Property Rights

All intellectual property (“IP”) and data including trademarks, software and concepts in existence at the commencement of any Contract with SWT shall remain the exclusive property of the respective owners of the IP at the commencement of the Contract and no other property rights shall be claimed or asserted by the other party unless expressly agreed in writing by the parties. Intellectual property includes all patents, rights in inventions, rights in designs, trademarks, trade and business names and all associated

goodwill, rights to sue for passing-off or for unfair competition, copyright, moral rights and related rights, rights in databases, topography rights, domain names, rights in information (including know-how & trade secrets) and all other similar or equivalent rights (subsisting now or in the future) in any part of the world, whether registered or unregistered and including all applications for, and renewals or extensions of, such rights for their full term. Express prior authorisation is required for any party to publish or use for any reason any SWT content or material including content or material on the SWT Website and specifically including content for which SWT asserts IP rights including copyright protection.

16 Governing Law and Jurisdiction

16.1 These Terms and Conditions, the Agreement, and our relationship shall be governed by and construed in accordance with the law of England & Wales.

16.2 Any dispute, proceedings or claim relating to these Terms and Conditions, the Agreement or the relationship between you and Us shall be subject to the jurisdiction of the courts of England & Wales.