

## Terms and Conditions

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**The following Terms and Conditions constitute the entire agreement between the parties and supersede any previous agreements, warranties, representations, undertakings or understandings between the parties and may not be varied except in writing.**

### 1. Definitions

- a. "Seller" means The Studio 4 Creative Limited whose registered office is situated at Grosvenor House, Central Park, Telford TF2 9TW
- b. "Buyer" means the party contracting with the Seller to acquire the goods and services supplied under these terms and conditions
- c. "Work" means all goods (by way of intermediate or finished product) and services supplied by the Seller to the Buyer
- d. "Insolvency" means the Buyer is in a position where it is unable to pay its debts or has a winding up petition issued against it or has a receiver, administrator or administrative receiver appointed to it or being a person that commits an act of bankruptcy or has a bankruptcy petition issued against him.

### 2. Payment

- a. Costs are given exclusive of tax and the Seller reserves the right to charge and the Buyer will pay any VAT or other tax payable
- b. All work carried out shall be charged. This includes all Preliminary Work whether or not the Buyer agrees to that work being taken forward to production
- c. Any additional work required of the Seller by reason of the Buyer supplying inadequate copy, incomplete or incorrect instructions or insufficient materials; or late delivery of the same shall be charged.
- d. If Credit Facilities have been granted, payment is due on 30 day terms. If any item(s) remain unpaid this could result in the removal of goods and services. All invoices will become due and payable immediately and will be treated as overdue items, with appropriate charges applied and all costs reasonably incurred in collecting the debt payable by the Buyer.

### 3. Delivery

- a. Unless otherwise agreed in writing completion and delivery times are a guide only and, whilst the Seller will make every effort to adhere to proposed timescales, time is not of the essence in any contract with the Buyer.

### 4. Materials supplied or specified by the Buyer

- a. It is the Buyer's responsibility to maintain a copy of any original Electronic File provided by the Buyer
- b. The Seller shall not be responsible for checking the accuracy of supplied input from an electronic file unless otherwise agreed in writing

### 5. Retention of Title

- a. The Work remains the Seller's property until the Buyer has paid for it and discharged all other debts owing to the Seller.
- b. If the Buyer becomes subject to Insolvency and the Work has not been paid for in full the Seller may take the goods back and, if necessary, enter the Buyer's premises to do so, or to inspect and/or label the goods so as to identify them clearly.
- c. Online files may be removed at the Seller's discretion and will not be reconnected until payment has been received.

### 6. Insolvency

Without prejudice to other remedies, if the Buyer becomes insolvent, the Seller shall have the right not to proceed further with the contract or any other work for the Buyer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the Buyer, such charge to be an immediate debt due to him. Any unpaid invoices shall become immediately due for payment.

### 7. Force majeure

The Seller shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his reasonable control including (without limiting the foregoing): Act of God; legislation; war; fire; flood; drought; inadequacy or unsuitability of any instructions, electronic file or other data or materials supplied by the Buyer; failure of power supply; lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute; or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Buyer may by written notice to the Seller elect to terminate the contract and pay for work done and materials used, but subject there to shall otherwise accept delivery when available.

### 8. Terms

All contracts will be valid for the duration of the contract and can be cancelled with 3 months notice. Contracts that continue beyond the agreed time will become rolling contracts on 30 day terms. If at any point a contract needs to be cancelled, The Seller requires written confirmation either via email or post.

### 9. Severability

All clauses and sub-clauses of this Agreement are severable and if any clause or identifiable part thereof is held to be unenforceable by any court of competent jurisdiction then such enforceability shall not affect the enforceability of the remaining provisions or identifiable parts thereof in these Terms and Conditions.

### 10. Our Practices

The Seller takes the responsibility of handling the buyers private information seriously. The Seller's Policy is based upon the principle that they will only use the Buyer's personal information to help the Buyer; The Seller does not share information with companies outside of The Studio 4 Creative Ltd other than those who have a part in the running of The Seller's business activities. These companies use the Buyer's information solely for this purpose and at no time will information be used for commercial gain. For more information on private data, please read the GDPR policy.

All intellectual property hosted by The Seller belongs to the Buyer once any related invoices have been paid in full.

All website or online hosting accounts are backed up on a regular basis to ensure any chance of data loss is kept to a minimum. These backups are stored on a separate remote server and kept for a minimum of 2 weeks.

The Seller's dedicated servers are fully managed and monitored 24/7 to ensure maximum uptime and offer a minimum 99.99% uptime (excluding planned maintenance as required)

Any website built by the seller will include cookies as standard so that information such as website visits can be monitored and provided to the buyer on request. Cookies can be removed from any website if the Buyer should request it.

### 11. Alterations

The Seller reserves the right to make changes to this statement at any time.