



## Terms and Conditions

### Definitions

- a) Severnsolve Limited hereinafter is known as "Severnsolve"
- b) These terms and conditions apply to any person or company trading with Severnsolve and are referred to hereinafter as "These terms"
- c) These terms shall replace any earlier dated terms and conditions
- d) These terms will deem to be in preference to any terms and conditions of any customer or supplier to Severnsolve and cannot be altered in anyway without prior consent in writing by an acting Director of Severnsolve.
- e) All products and services supplied by Severnsolve will herein be referred to as "the service"
- f) The use of the word Agreement herein refers to an agreement or contract between Severnsolve and its customer or supplier.

### Supply of the service

Any date or time stated for the supply of service is approximate and Severnsolve will use its best endeavours to meet such dates and times but reserve the right to change as required.

### Force Majeure

Severnsolve will not be in breach of contract or agreement or otherwise liable should delays or failure to supply the service is due to any reason beyond the control of Severnsolve including breakdown of equipment, any form of industrial action, act of God, dispute, failure in the receipt of service, act of war whether declared or not, any act of terrorism. Should such an event be in place for more than thirty days either party may terminate the contract or agreement without prejudice.

### Prices and Payment

All prices quoted are exclusive of Value Added Tax, The prevailing rate will be applicable at the time of invoice. All prices quoted exclude provision for delivery unless otherwise stated in writing at the time of quotation. Any quotation unless otherwise stated is valid for a maximum period of thirty days from the quotation date. Any discounts or cash equivalent must be agreed in writing as part of a quotation or as part of a contract or agreement. Payment is payable on delivery of the service with the exception of authorised account holders who will pay no later than thirty days from the date of invoice. Should an account holder have payments overdue, the full payment of any outstanding balance is payable before any further transactions can be processed.

### Loss or Damage

Any loss or damage to goods on delivery, Severnsolve must be notified within three working days of receipt. All claims for loss or damage will be counter claimed against the courier responsible.

### Termination of service

Severnsolve reserves the right to terminate a service at any time giving seven days notice should payment not be received within the payment terms stated above. A customer or supplier to Severnsolve can only terminate a service within the confines of the contract or agreement in place covering the service, otherwise a breach of contract or agreement will be deemed to be in place. Any service or product that supplied on an ongoing basis and is supplied free of charge or subscription free, may be terminated at any point giving seven days notice. Notice can be delivered by email or in writing.

### Title of goods and service

Full ownership and title of the service if applicable, remains with Severnsolve until full payment has been received and cleared.

### Specifications and Documentation

All specifications and descriptions contained within sales and marketing material are approximate and to be used as a guide only, and do not form part of any contract or agreement unless otherwise specifically specified in writing. Any document produced or distributed by Severnsolve may not be re-distributed or copied without prior written consent by an acting director of Severnsolve.

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#### **Guarantees and Warranties**

All services where applicable carry a twelve month guarantee against failure. Should such an event occur, Severnsolve must be notified immediately, stating serial number Invoice number, service or product where applicable and fault. Upon satisfactory checking, an RMA number will be issued for the return of the service or product. Note that service or products will not be accepted without a valid RMA number. Responsibility for carriage is that of the customer to Severnsolve and that of Severnsolve to the customer. Where fault is found to be that of self-infliction, un-authorised modification or abuse, then the service or product will be retained awaiting payment for the return carriage and consultation costs at the prevailing rate.

#### **Liability**

Neither Severnsolve, its employees or agents will be liable in contract, tort or negligence for any consequential losses, indirect losses, liability, injury, damages or any other claim for consequential compensation whatsoever, including loss of profit, costs, expenses, or loss of data arising howsoever from or in connection with any contract or agreement or breach thereof. Severnsolve will not be liable for any loss or damage to data, software or programs during the upgrade, maintenance, failure or repair of a service or product whether or not under guarantee or warranty. All measures to secure the integrity of software, data, and programs are the sole responsibility of the customer. Although Severnsolve uses its best endeavours to secure our networks with firewall technology, Severnsolve will not be liable for any consequential loss or damages due to unauthorised "hacking" of the network infrastructure.

#### **Copyright, Intellectual Property Rights and Trademarks**

In no way do copyright, Intellectual Property Rights or Trademarks pass to the customer on the sale of any service or product. Any such right must be documented in writing at the time of transfer agreed by both parties and is the responsibility of the customer to check that the rights being transferred belongs to Severnsolve before any transfer can take place.

#### **Subcontractors**

Severnsolve reserves the right to subcontract any part of, or as a whole, any service it provides under contract or agreement to its customers, subject to confidentiality agreements where necessary.

#### **English Law**

In no way implied or otherwise do these terms contra statute law or a persons rights in English Law.

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