



## Terms, Privacy and Cookie Policy

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These current legal notes are in place of the **Tuesday, 2 May 2017**.

This document was amended on the **Monday, 1 May 2017**.

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## **Amendments**

- General revision of all policies.

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## **Previous Amendments**

- Tuesday, 1 September 2015
- Friday, 15 May 2015
- Monday 24 November 2014
- Tuesday, 1 April 2014
- Monday, 21 October 2013
- Sunday, 25 August 2013
- Tuesday, 13 August 2013
- Tuesday, 14 February 2012

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## **First Written**

Friday, 29 April 2011

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# Terminology

## **Us, We, Our**

This refers to the owners of SWA Design.

## **Our Company, SWA, SWA Design**

This refers to the company name.

## **You, Your, Yourself**

This refers to you as the client using our services and/or products.

## **Mail Server**

This refers to the data including content and attachments of an email going through our server at the address, "[mail3.gridhost.co.uk](mailto:mail3.gridhost.co.uk)".

## **Secure Storage Facilities**

This refers to a form of hard drive storage (HDD) or solid state drive storage (SSD) that holds data that cannot be altered without authorisation from SWA Design.

## **Offline Software**

This refers to software that is processed on a local device that can be run on a local connection, with or without the internet access.

## **Online Software**

This refers to software that is processed on a remote device that can run on a local and remote connection and requires internet access.

## **Mail Application**

This refers to the offline software we use to store, manage and communicate with our customers.

## **Website Live**

This refers to when the public can access and view your website.

## **SWA Cloud**

This refers to the online content management system built by SWA Design.

**One-Off Service**

This refers to a service that requires a deposit and a final payment, that does not reoccur.

**On-going Service**

This refers to a service that requires a reoccurring payment to access and use the service.

**Point of Communication**

This refers to our communication with you via face-to-face conversation, phone, email or other communication services.

**Payment Methods**

Payment made by cheque, cash or electronically via bank transfer (BAC).

## Start of Terms & Conditions

1. The terms and conditions apply to anyone entering on our top-level domain 'swadesign.co.uk' and all subdomains and subsidiary directories.
2. The terms and conditions applies to anyone making contact with us via a point of communication.
3. We will only deal directly with the client receiving the products and/or service. Any third-party involvement, at the client's request, is purely their responsibility.

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### Quotes

1. Once the price of the quote has been agreed upon via a point of communication, it cannot be changed, unless due to an arithmetic error by us.
2. All timescales stated in the quote are purely estimations. We cannot be held responsible for delays made to a project for reasons that are out of our control.
3. All quotations are valid for 30 calendar days unless otherwise stated.
4. Any assets required to complete a project must be declared and provided upfront prior to a quote being made. Any assets declared or provided after the quote has been agreed, could incur extra charges and delays to the original time-scale quoted.

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### Deposits

1. A deposit is only required for a one-off service.
2. A deposit should be via one of the payment methods stated.
3. A deposit should be received within 14 calendar days.
4. A project cannot begin until a deposit or final payment has been received.
5. A deposit is 50% of the service cost agreed in the quote, unless agreed otherwise in writing.
6. If the cost of the service is under £100.00 **OR** a print service is required, then a Final Payment of 100% of the total amount is due prior to any development.

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## Draft Design

1. Once the first draft design is drawn in digital or non-digital design medium, it can be altered in colour, text and image but cannot be dramatically changed once a final design has been agreed upon via a point of communication.
2. During the "Quote / Draft Design" stage you do not have ownership of the design, see the Ownership section for details.

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## Development

1. These apply only to one-off services.
2. During the development, the function of the product/service can differ slightly to the original specification. Any dramatic alterations that were not defined in the original specification are subject to charges.
3. The agreed design can be altered in colour, text and image. However it cannot look dramatically different from the agreed finalised design. Any dramatic alterations that were not defined in the original specification are subject to charges.
4. Once a final design is agreed upon, any design changes made thereafter may incur additional charges.

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## Final Payment

1. These apply only to one-off services.
2. A final payment is due when we, the owners of SWA Design and the client agree the project is complete in accordance to the original specification.
3. A final payment is the total sum of any outstanding payments and charges for a project.
4. A final payment is required in order to transfer the ownership rights of the assets produced, to you the client (see "Ownership" section).
5. A final payment should be made via one of the payment methods stated previously.
6. A final payment should be received within 30 calendar days.
7. If a final payment is not received within the period stated above, your payment will be declared overdue, see overdue payment section.

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## Overdue Payments

1. If a payment is not received within 30 calendar days, it will be declared overdue.
2. Once declared overdue, the client will be notified and any outstanding balance will be increased by 10%.
3. Overdue payments will increase by 10% of the outstanding balance every 7 calendar days.
  - 3.1. If the amount owed was £100.00 it would increase to £110.00 after 7 days, £121.00 after 14 days and would continue to increase by 10% of the outstanding balance each week thereafter.

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## On-going Services

1. These apply to all on-going services.
2. The defined specification of services in the quote cannot be altered once agreed upon.
3. The first payment of the on-going service must be paid in full before the client is allowed access to use the service.
4. The first payment and re-occurring payment must be paid via the payment methods stated previously.
5. Re-occurring payments should be received within 7 calendar days. Failure to do so could result in the termination of the client's account (see Account Termination section).



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## Ownership

1. Until final payment is made, you do not have any ownership of the assets. Ownership rights remain with SWA Design.
  - 1.1. You do not have the right to sell the assets on as yourself or on behalf of any company or individual.
  - 1.2. You do not have the right to reproduce the assets or produce similar assets yourself or on behalf of any company or individual.
2. Once a project is complete (see “Final Payment”), ownership of all assets are transferred after the “cooling-off period” (see Refund section).
  - 2.1. You do not have ownership rights during the “cooling-off period”.
3. Once the assets have been transferred, all liability in connection with the assets lies with you the client.

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## Additional Work

1. Labour that's required by you the client, that is beyond what is defined in the original quote is classed as additional work and is charged at:
  - 1.1. £40.00 per hour, Monday-Friday 9:00 to 17:00 GMT.
  - 1.2. £80.00 per hour, Monday-Friday 17:01 to 08:59 GMT.
  - 1.3. £120.00 per hour, Saturday-Sunday 00:00 to 23:59 GMT.
2. Additional Work is charged separately and should be paid in electronically via bank transfer (BAC).
3. Additional Work payments should be received within 7 calendar days.
4. If an Additional Work payment is not received within 7 calendar days, your payment will be declared overdue.

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## Refunds

1. Ownership of any assets produced by SWA Design are not included within a refund.
2. Account Termination does not automatically incur a refund.
  - 2.1. Should the client choose terminate their account on their own merits, SWA Design reserves the rights to refuse a refund at our discretion.
3. Refunds are paid out within 30 working days of an account termination via cheque or electronically via bank transfer (BAC).
4. One-off services:
  - 4.1. The deposit of a one-off service is non-refundable.
  - 4.2. The refund will result in loss of service.
  - 4.3. The client will have a 5 working day “cooling-off period”.
    - 4.3.1. The “cooling-off period” begins after the final payment has been made (see Final Payments section).
5. On-going services:
  - 5.1. 30 days advance notice must be given before an on-going service can be terminated (see Account Termination).
  - 5.2. The refund will result in loss of service.
  - 5.3. If a client terminates their account on their own merits, only advance payments are refundable.
    - 5.3.1. For example: if you paid 6 months worth of services and wanted to terminate your account on the 2nd month, you would receive the service for the rest of the 2nd month and 4 months would be refunded.
6. Any interest charges or additional work carried out are not refundable.

# Privacy Policy

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## Start of Privacy Policy

1. The privacy policy applies to anyone entering our top-level domain 'swadesign.co.uk' and all sub-domains and subsidiary directories.
2. The privacy policy applies to anyone making contact with us via a point of communication.

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## Personal Information

1. Under the Information Act 1998, we will provide you access to only your data so corrections can be made to ensure correct and accurate information.
2. Information we store:
  1. Your Full Name
  2. Business Name
  3. E-Mail Address
  4. Full Postal Address
  5. At least 1 Telephone Number
  6. No banking credentials are stored
  7. No passwords are stored without your explicit permission. Passwords that are stored are encrypted and can only be accessed by SWA Design.
3. When you end your contract with us, we keep your personal data on archive for future reference and anonymous statistic use only.
4. No personal information is passed onto third parties.

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## Communications

1. Communication with us in person, by e-mail, mobile, telephone or social network official pages is stored for reference and evidential purposes only.

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## Hosting / Remote Storage

1. Our servers are stored securely in a manned security protected building.
2. Our servers are protected online through a series of secure credentials limiting access to the server, your files and content of your services.
3. We cannot be held responsible for credentials been overhead, overseen or through your own negligence. The protection of your credentials is your responsibility.
4. All data on the server is logged continuously for statistical and security purposes.
5. Our servers are not accessed by any external parties in person or remotely without prior permission from SWA Design.

## Cookie Policy

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### Start of Cookie Policy

1. The cookie policy applies to anyone entering on our top-level domain 'swadesign.co.uk' and all sub-domains and subsidiary directories.
  - 1.1. Cookies are small pieces of data stored in your browser.
2. We reserve the rights to use cookies temporarily on our online services to retrieve relevant information from our servers.
3. We reserve the right to use external analytical services, which store cookies to help provide anonymous statistics. These statistics are used to improve our website and services.

# Account Termination

1. SWA Design reserves the rights to end a contract if:
  - 1.1. Excessive work is demanded by the client without payment.
  - 1.2. The client or any third-party they maybe responsible for uses abusive and/or threatening language or actions towards SWA Design.
  - 1.3. Through no fault of our own, illegal material or content appears on any assets produced by SWA Design.
  - 1.4. Our business reputation is affected by the association with the client.
  - 1.5. Attempts are made at hacking or misusing our services.
  - 1.6. A refusal of payment is made.
2. The client's statutory rights are not affected.
3. Account Termination does not automatically incur a refund (see Refund section).
4. Once the client's contract with SWA Design has been terminated, they are still under the terms and conditions, privacy policy and cookie policy of SWA Design but will not receive any of our services, products or communication unless the client contacts us further.

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## For Your Information

If you do not agree with any of the legal notes above, please contact us at:

**SWA DESIGN, FAO: LEGAL**  
**% 14 OAK CLOSE,**  
**OCKBROOK**  
**DERBY,**  
**DE72 3RZ**

We will try to respond to your matter as quickly as possible via the contact information you provide and notify you when / if changes are made.