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## GENERAL CONDITIONS FOR THE SUPPLY OF SERVICES



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### 1.0 Definitions

In these General Conditions:

- 1.1 'The Company' means DesignEdge Cambridge Ltd hereinafter referred to as DEC.
- 1.2 'The Client' means any party with whom DEC enters into a contract.
- 1.3 'The Contract' means the contract entered into between DEC and the Client.
- 1.4 'The Price' means the price of the services provided by DEC under the Contract, whether expressed as a fixed sum or as an hourly rate.
- 1.5 'The Services' means the provision of a designer and associated design services.

### 2.0 The Contract

- 2.1 The Contract arises when DEC accepts in writing the Clients instructions.
- 2.2 No variation of the Contract shall have effect unless it is agreed in writing by DEC.

### 3.0 The Price

- 3.1 The Price quotations are firm for three months from the date of the proposal.
- 3.2 The Price is exclusive of value added tax, which will be charged at the appropriate rate.
- 3.3 If the Price is a fixed sum, DEC shall be entitled to increase the Price upon any variation to the Contract being agreed, but by no more than a reasonable amount for such variation unless an additional amount is agreed.
- 3.4 In addition to the Price, the Client shall be responsible for reimbursing DEC for approved purchases relating to the work. This will include modelling and prototyping (SLA/Casting materials) costs not yet quoted and items such as additional drawing sets requested. Written approval will be sought for expenses extra to those outlined in the original quotation. A handling charge of fifteen percent of the gross cost of any purchase made on behalf of the client will be added to the Client's account.

### 4.0 Payment

- 4.1 Unless otherwise agreed before the commencement of work, for each phase of work the balance is due thirty days after completion of that phase. If payment is not received by the due date, DEC reserves the right to charge interest on overdue amounts at the rate of 2.5% per calendar month.
- 4.2 The time stipulated for payment of the invoice shall be of the essence and failure to pay within that time shall entitle DEC, without incurring any liability to the Client and without prejudice to any other remedy available to DEC, upon seven days notice in writing to the Client either to suspend further performance of the Contract or of any other contract between DEC and the Client until payment, or to cancel the Contract or any other such contract.



## 5.0 Performance

5.1 DEC shall take all reasonable care to ensure that their work is correct and in accordance with the terms of the Contract. The Client shall whenever possible construct a prototype to the final design. When such a prototype (amended as desired) shall have been constructed and approved in writing by the Client, DEC shall not be liable for any defects, defaults, mistakes or omissions that may subsequently appear in the product, the subject of this contract, nor for any loss or damage or expense arising there from, where such defects, defaults, mistakes or omissions result from the failure of the client to fulfil any of the terms of this Contract. In the event that no prototype is constructed, the Client shall be deemed to accept the final design as correct and complete and DEC shall again not be liable for any defects, mistakes or omissions that may subsequently appear, nor for any loss or damage or expense arising there from.

5.2 For so long as DEC is prevented or hindered from performing the Contract by any circumstances beyond its reasonable control, further performance shall be suspended.

## 6.0 Copyright

6.1 The copyright in all designs shall remain the property of DEC until completion of the Contract and payment of all fees due under this contract. DEC shall not be liable for patent, copyright or registered design infringement and the Client agrees to indemnify DEC in respect of any loss, damages, costs or expenses incurred in respect of any claim by a third party for infringement of patent, copyright and registered design protection.

6.2 For a period of three years from the date of the Contract, DEC will keep confidential all information provided to DEC by the Client. However, this duty of confidence shall not extend to any information already known to DEC prior to its disclosure by the Client, or lawfully received by DEC from a third party nor to information published at the date of such disclosure or subsequently through no fault of DEC.

## 7.0 Company's Liability

7.1 The Client shall indemnify DEC in respect of all financial liability including professional costs, arising out of any claim made against DEC by a third party alleging misuse of confidential information or copyright material, in the event that the information or material concerned was supplied to DEC by the Client.

7.2 DEC shall not be responsible for any loss caused to the Client arising out of the default of any person referred by DEC to the Client as a manufacturer or supplier.

7.3 It is for the Client to test and ensure the safety of any design prepared by DEC and DEC shall not be liable for any damage or loss howsoever caused by any failure of equipment manufactured from the design so far as these relate to claims by third parties.

7.3 The liability of DEC to pay compensation for any claims made by the Client against DEC under the Contract shall be limited to the actual costs of rectification to the designs or drawings in question.

7.4 DEC shall not be liable for any economic loss, loss of production, loss of profit, loss of opportunity or loss of bargain suffered by the Client as a result of any breach of the Contract by the Company.



#### 8.0 Termination

DEC may terminate the Contract by written notice to the Client in any of the following events:

8.1 If the Client shall either persistently or substantially breach any term of the Contract, if capable of remedy, within a period of five days from receipt of a notice in writing from DEC requiring such breach to be remedied.

8.2 If a distress or execution is levied upon a property of the Client.

8.3 If the Client, being a person, is adjudged bankrupt, or enters into a voluntary arrangement under Part VIII of the Insolvency Act 1986.

8.4 The Client, being a partnership is wound up.

8.5 If the Client being a company has a receiver appointed of the whole or in part of its undertaking.

#### 9.0 Force Majeure

9.1 DEC shall not be liable to the Client for any direct or indirect loss arising from the DEC's failure to perform the Contract by reason of an act of God, riot or civil commotion, terrorist strike, lock-out, fire, flood, act of Government or any other cause whatsoever beyond its control.

#### 10.0 Waiver

10.1 The rights of DEC under the Contract shall not be waived if DEC fails or agrees or chooses not to assert any right, or acts in any other way particular way.

#### 11.0 Client's Indemnity

11.1 The Client shall fully indemnify DEC against any loss, damage, penalties, costs, expenses and any other liability incurred by the DEC as a result of any breach of any term or condition of the Contract by the Client, and this shall include an indemnity against any compensation paid by DEC upon legal advice to settle a claim out of Court.

#### 12.0 Proper Law

12.1 This contract shall be construed according to and be governed by English Law and the parties agree that any dispute of difference of any kind, which may arise concerning the Contract, shall be submitted to the exclusive jurisdiction of the English Courts.