



Kingston CAD Solutions Terms and Conditions 2015 V1.2

The terms and conditions outlined below shall apply to all orders placed with Kingston CAD Solutions Ltd

1. All charges & prices for services carried out by Kingston CAD Solutions Ltd are subject to VAT (where applicable) at the prevalent rate.
2. All estimated prices quoted, whether written or verbal, are for the listed and mentioned services only. Any additional services required to complete a project will be quoted for in advance and charged accordingly.
3. A signed purchase order (preferably with a PO number and project value) will need to be raised for the full quoted and agreed amount before work can commence on any job. A separate PO may need to be raised for any extras such as addition design resource allocated to the project.
4. All work agreed at an hourly rate will be billed weekly.
5. Where a fixed price has been agreed the project will be subject to a 30% deposit of the fixed price value, payable before commencement of any design work, 30% upon completion and 40% 21 days after delivery.
6. Where fixed prices have been agreed any work considered outside of the scope of the fixed price or where an unreasonable number of changes have been requested (determined by Kingston CAD Solutions Ltd) there will be additional charges on an hourly basis at the standard hourly rate of £40+VAT per hour.
7. All estimates are based on expected or agreed design time and include two sets of authors corrections where alterations are called for by the Client, or if additional changes are required by client.
8. Where there is a change of brief, Kingston CAD Solutions Ltd will inform the Client in advance of any extra costs likely to be incurred.
9. For small design projects (Defined as complete project taking less than 3 hours of our time) will be subject to a minimum fee of £120+VAT unless part of a larger project and normal hourly rates will apply.
10. All projects are planned to an agreed schedule. Non-adherence to this schedule by the Client may result in compromising final delivery deadlines. If this is likely to occur, Kingston CAD Solutions Ltd will advise the Client as soon as this becomes evident and suggest an alternative solution where feasible. This may incur additional costs.
11. Whilst every effort will be made to achieve agreed delivery, Kingston CAD Solutions Ltd cannot accept liability or be held financially responsible for any targets or deadlines being missed for delivery of any work which is outside of Kingston CAD Solutions Ltd control.
12. For all new clients payment for the full or part amount + VAT may be requested in advance of commencement, as agreed between parties. For any subsequent invoiced work, Kingston CAD Solutions Ltd must receive full payment not later than 21 days after the date of Invoice. Kingston CAD Solutions Ltd reserves the right to make a surcharge of 2% per month interest to accounts that are not paid by this time. Client credit screening may affect any subsequent credit agreement.
13. Once a client has agreed to Kingston CAD Solution Ltd current Terms and Conditions on a credit account with the company, Kingston CAD Solutions Ltd shall invoice in project stages e.g. Stage 1 Conceptual Design, Stage 2 Detailed Design and Design Development etc. Upon stage completion unless where exceptional terms have been agreed with the client.
14. Kingston CAD Solutions Ltd reserves the right to invoice for any disbursements for part works carried out including third party costs incurred on a project should the project be unable to be completed for any reason or has been delayed/put on hold by the Client for a period of 4 weeks or more then stage invoicing will occur.
15. In good faith, Kingston CAD Solutions Ltd would hold any supplied files, originals and materials for a period of up to 12 months. Resumption of works on the project would be completed according to the original schedule of costs so long as the project specification remained unaltered.
16. Disbursements on behalf of any client may result in a request for payment in advance from the Client.

17. All creative work produced and devised during a project(s), creative, digital, software files and related correspondence remain the property – physically, intellectually and in copyright, of Kingston CAD Solutions Ltd until full payment has been made on the Client's account, and all project costs have been cleared.
18. Once final proofs/materials have been signed off, Kingston CAD Solutions Ltd cannot be held responsible financially or otherwise for any errors relating to manufacture, build or installation or any were changes / mistakes have been made in manufacture without the designs been re-visited prior to the changes been made.
19. Kingston CAD Solutions Ltd reserves the right to commission freelance support or outsource any job if it is felt it is in the best interests of the Client. Any outsourced job remains the property/responsibility of Kingston CAD Solutions Ltd and such services are deemed to be carried out 'indirectly' by Kingston CAD Solutions Ltd.
20. As part of larger projects which involve 3rd parties commissioned directly by the client, Kingston CAD Solutions Ltd will not be held responsible in any way for services not carried out/managed directly or indirectly by Kingston CAD Solutions Ltd.
21. Advice of any loss, quality or damage issues must be reported to Kingston CAD Solutions Ltd within 7 clear working days of delivery and receipt and any claim in respect thereof must be made in writing to Kingston CAD Solutions Ltd within 3 working days thereafter. Kingston CAD Solutions Ltd shall not be liable in respect of any claim unless the aforementioned requirements have been complied with.
22. In the event of any bona fide dispute or difference arising between the parties in connection with the Contract (excluding any dispute relating to non-payment of the Charges, for whatever reason), the parties shall attempt to resolve such dispute or difference in good faith or by mediation. It is the responsibility of the Client to inform Kingston CAD Solutions Ltd immediately of any issue that may lead to a dispute (including but not limited to quality, service, cost, deadline), without such information, no disputes will be entered into.
23. Whilst taking every care to protect all media and correspondence supplied, Kingston CAD Solutions Ltd cannot accept liability or be held responsible financially or otherwise for any loss. Disputes will not be entered into.
24. Any drawings submitted must be checked by the client and subsequently signed off by a qualified member of the client's staff. Once the client has signed off on drawings submitted by Kingston CAD Solutions Ltd they are agreeing that the drawings have been designed to the client's specification.
25. Any conceptual design completed as part of the quotation process with the view to being awarded a project remains the property of Kingston CAD Solutions if we are not successful in being awarded the design contract, legal action may be taken if Kingston CAD Solutions believes that conceptual designs as part of the quotation process have been passed to a third party who are awarded the contract.
26. Kingston CAD Solutions Ltd cannot guarantee the Client exclusivity of any design concept. Therefore the Kingston CAD Solutions Ltd will not accept liability for any alleged claim from the Client or any Third Party as the result of unintentional similarity in part or whole of a Third Party's design.
27. It remains the Client's responsibility to seek copyright protection if desired for any creative/intellectual property provided to the Client by the Company.
28. If at any point during the design or development cycle a client wishes to cancel, they may do so but will be invoiced an amount that Kingston CAD Solutions Ltd judges to be proportional to the amount of work completed on the commission and further compensatory charges for booked design time or any other supply costs accruing.
29. Kingston CAD Solutions Ltd reserves the right to the addition of our Company credit on manufacturing drawings unless instructed otherwise by the Client and, to the use for self-promotion any work carried out for the Client.
30. Kingston CAD Solutions Ltd reserves the right to use both initial creative concepts and final approved design work for the purposes of the Company's marketing activities (both online and offline) unless otherwise requested/agreed with the Client.
31. Terms and Conditions may be changed at any time without prior notice to its clients. Notification will be sent to all clients at the time of the Terms and Conditions alterations.
32. Kingston CAD Solutions Ltd shall be under no liability if it should be unable to carry out any provision of the contract for any reason beyond it's control including (without limiting the foregoing), Act of God, Legislation, War, Act of terrorism, Fire, Flood, Drought, Failure of power supply, Lock out, Strike by employee's in contemplation of furtherance of dispute or inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Customer may, by written notice, elect to terminate the contract and pay for work done and materials used, but subject thereto, shall otherwise accept delivery when available.
33. Kingston CAD Solutions Ltd will have a lien over any product, data or materials if all payments due from you have not been paid and cleared in full within 21 days from the date of the invoice. We reserve the right to withhold supply of goods and service.
34. The Client is agreeing fully to the Company's trading Terms and Conditions by commissioning our services.