



Terms and Conditions

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply to these, Our Terms & Conditions of Business outlined below.

'Client' the Person, firm or company who wishes to purchase CAD Services from the Supplier.

'Supplier' Apex CAD

'Contract' These Terms & Conditions of Business shall apply, when the Client e-mail's confirmation / Order for us to proceed with the CAD Services, outlined in the Cost estimate quotation, for the estimated cost and the Supplier's acceptance of it, in accordance with condition 3.3. Only these Terms & Conditions shall form the Basis of the Contract.

'CAD Services' is the Computer Aided Design works agreed in the Contract to be purchased by the Client, from the Supplier.

'Intellectual Property Rights 'Patents', rights to inventions, copyright and related rights, trade marks, trade names, domain names, designs, drawings, CAD works, database, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world, Shall remain Confidential and never disclosed to other third parties.

'Software' any software utilised on the CAD Services. 'VAT' – No value added tax will be charged to the invoice amount, but this could change at our discretion, if required.

1.2 Condition headings do not affect the interpretation of these conditions.

1.3 A reference to a law is a reference to it, as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

2. Application of Conditions

2.1 These conditions shall: (a) apply to and be incorporated in the Contract; and (b) prevail over any inconsistent terms or conditions contained in or referred to in the Client's purchase order, confirmation of any order by e-mail, or specification, or implied by law, trade custom, practice or course of dealing.

2.2 No addition to, variation of, exclusion or attempted exclusion of any term of the Contract shall be binding on the Supplier unless in writing and signed by a duly authorised representative of the Supplier.

3. Basis of Sale for the CAD Services

3.1 Any Estimate /Quotation are valid for a period of 30 days only. The Supplier may withdraw it at any time, without notice to the Client.

3.2 Each order or acceptance of a quotation for CAD Services by the Client shall be deemed to be an offer by the Client subject to these conditions. The Client shall ensure that its order is complete and accurate.

3.3 A binding contract shall not come into existence between the Supplier and the Client, unless and until the Supplier issues an order acknowledgement e-mail to the Client, or the Supplier delivers, or part delivers the CAD Services to the Client (whichever occurs earlier).

3.4 The Supplier may deliver the CAD Services in separate stages. Each separate stage shall be invoiced and paid for in accordance with the provisions of this Contract. Each stage shall be paid for separately and no cancellation or termination by either party of any stage shall entitle the Client to repudiate or cancel any other Contract or stage of the works.

3.5 No order may be cancelled by the Client except with the agreement in writing of the Supplier's Company Director and provided that the Client indemnifies the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of the cancellation. Also the Client must pay for all costs incurred by the Supplier at that stage.

3.6 All Supplier's CAD Services must be checked by the Client prior to being Issued or worked to. All CAD Services must be covered by the Clients own respective insurance Policies. No Claims, for any reason whatsoever, shall be made against the Supplier from the Client or any other Third Party.

3.7 Apex CAD will not be liable for any design responsibility as it does not carry PI Insurance to cover design.

3.8 Any modification from other parties or reuse of any materials provided shall be the client's sole risk, and the client agrees to defend, indemnify and hold Apex CAD harmless for all claims, injuries, damages, losses, expenses and any fees arising out of the use of materials modified by other parties.

3.9 Any person(s) or organisation(s) making use of or relying upon the drawings or information provided, is responsible for confirming its accuracy and completeness. The files provided DO NOT include a professional surveyor's/engineer's stamp and only drawings with such stamp are to be considered as true and final. Apex CAD is not responsible for edited or reproduced versions of these drawings and/or data.

4. Quantity and description

4.1 The quantity and description of the CAD Services shall generally be as set out in the cost estimate / quotation. All CAD Services, descriptive matter, specifications and works issued by the Supplier and any descriptions or illustrations contained in the Supplier's Website or brochures are issued or published for illustrative purposes only and they do not form part of the Contract.

4.2 Any CAD Service errors or other errors / omissions in any cost estimate quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier, shall be subject to correction without any liability on the part of the Supplier.

4.3 The Supplier reserves the right (but does not assume the obligation) to make any changes on the CAD Services which are required to conform with any applicable legislation or, where the CAD Services is to be supplied to the Client's specification, which do not materially affect their quality or performance. Where the Supplier is not the Producer of the CAD Services, the Supplier shall use reasonable endeavours to transfer to the Client the benefit of any information given by the Producer to the Supplier.

4.4 The Supplier's employees, contractors and agents are not authorised to make any contractually binding representations concerning the CAD Services. In entering into the Contract, the Client acknowledges that it does not rely on, and waives any claim for breach of, any such representations which have not been confirmed in writing by the Company Director of the Supplier.

4.5 Any advice or recommendations given by the Supplier or his employees, contractors or agents to the Client or his employees, contractors or agents about the CAD Services which is not confirmed in writing by the Company Director of the Supplier, is followed or acted on, at the Client's own risk.

5. Prices

5.1 The price of the CAD Services shall generally be the Supplier's quoted price or, where no price has been quoted (or a quoted price is no longer valid) The Supplier's general prices shall apply to the CAD Services as appropriate. Current hourly schedule is £35 per hour

5.2 All prices are inclusive of e-mailed delivery only. Any Printing Works, postage, packaging, packing, shipping, carriage, insurance, will incur additional costs to the Client, These additional costs herein, will have to be agreed in writing between the Client and the Supplier, prior to any printing works being completed.

5.3 The Supplier reserves the right, by giving notice to the Client at any time before completion, to increase the price of the CAD Services which has not been produced, to reflect any increase in the cost to the Supplier, which is due to any factor beyond the control of the Supplier (including any foreign currency regulation, alteration of duties / works, change in legislation, significant increase in the costs of labour, materials or other costs of the works), any change in delivery dates, quantities or specifications for the CAD Services which is requested by the Client, or any delay caused by any instructions of the Client or failure of the Client to give the Supplier adequate information, drawings, instructions or access.

6. Payment

6.1 The Supplier will invoice the Client for the CAD Services completed monthly.

6.2 Subject to any special terms agreed in writing between the Client and the Supplier, contracts to the amount of and above £15,000 are subject to 50% payment on the first invoice payable within 30 days. An invoice will be issued within 5 days of the contract commencing and payable within 30 days.

6.3 For any contract(s) below £5000 : Private Clients (Planning Permission) An invoice will be issued after final drawings have been sent to the client and is payable within 15 days. The supplier states that the drawings can not be submitted to the clients planning authority until the balance has been paid in full. Any other contracts are payable 30 days from invoice date. All payments from Client to Supplier must be made by either Electronic Bank Transfer, PayPal or guaranteed Cheques.

6.4 If the Client fails to make payment, or any invoice payments in full at the requested time, without prejudice to any other right or remedy available to the Supplier unless the Supplier deems otherwise, the Supplier may terminate the Contract or suspend without any production & supply of the CAD Services (whether ordered under the same contract or not) to the Client.

6.5 The Supplier reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; (a) suspend all further Works Production and Actions until payment has been made in full; (b) make a storage charge for any unfinished CAD Services at its current rates from time to time; (c) stop any CAD Services in transit; and (d) exercise a general lien on all CAD Services and property belonging to the Client, exercisable in respect of all sums lawfully due from the Client to the Supplier. The Supplier shall be entitled, on the expiry of 7 days notice in writing, to dispose of such CAD Services or property in such manner and at such price as it thinks fit and to apply the proceeds towards the amount outstanding.

6.6 The supplier will add a late payment charge of £25 to any invoice(s) paid after the due date along with the interest charges detailed in condition 6.5

6.7 All sums payable to the Supplier under the Contract shall become due immediately on its termination, despite any other provision of the Contract. This condition 6.5 is without prejudice to any right to claim for late payment penalty fees and interest under the law, or any right under the Contract.

6.8 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Client to the Supplier against any liability of the Supplier to the Client.

6.9 2 weeks grace will be given for payments after 30 from invoice date, after which the outstanding invoice(s) will be handed over to our Credit Controllers who are instructed to act on our behalf to retrieve all sums, including any cost incurred by the supplier and the their Credit Controller from invoice due date.

7. Production of the CAD Services and Acceptance.

7.1 The Supplier shall use its reasonable endeavours to produce the CAD Services on the date or dates specified in the order or acceptance of quotation, but any such date is approximate only. If no dates are so specified, Production shall be within a reasonable time of acceptance of the order confirmation. Time is not of the essence as to the Production of the CAD Services and the Supplier is not liable for any delays or works inaccuracies whatsoever, however caused.

7.2 The CAD Services may be produced by the Supplier in advance of the quoted delivery date on giving reasonable notice to the Client.

7.3 Production of the CAD Services shall be made during normal business hours (excluding bank or public holidays). The Supplier may levy additional charges for any deliveries made outside such hours at the Client's request.

7.4 If the Supplier 'Outsources' Personnel to the Client, to perform CAD Services for the Client, at the Clients premises, the Personnel /employee(s) Provided shall remain the Property of the Supplier and the Agreed Rates of Pay must be Paid by the Client to the Supplier within 7 days, as Agreed / to ensure Continuity of works. Failure to pay for the Outsourced Personnel would result in a recall of such personnel and the contract will be suspended until payment is made.

7.5 If the Client would like to employ a Supplier Employee on a 'Permanent Basis' at their Company, this could Occur only if the Supplier Company Director confirms this in writing, and the Agreed Fees are Paid by the Client to the Supplier within 7 Days.

7.6 The Client shall be responsible (at the Client's cost) for providing any information required in the Production of the CAD Services and for the provision of all necessary information access and facilities reasonably required, in order producing the CAD Services. If the Supplier is prevented from carrying out production on the specified date because no such information/ access have been provided, the Supplier may levy additional charges to recover its loss arising from these events.

7.7 The Client shall be deemed to have accepted the CAD Services, when the Client has had 7 days to check them after production and has not exercised in writing its right of rejection in accordance with condition 11.

7.8 The Supplier shall be responsible for any loss in transit, provided that the Client notifies it to the Supplier (or its carrier, if applicable) within 7 days of delivery or the proposed delivery date of the CAD Services and that the CAD Services has been handled in accordance with the Supplier's stipulations. Any remedy under this condition 7.6 shall be limited, at the option of the Supplier, to the replacement or repair of any CAD Services which is proven to the Supplier's satisfaction to have been lost or damaged in transit.

8. Risk and property

8.1 The CAD Services, in whole or in part, shall be at the risk of the Supplier, until delivery to the Client, the order or acceptance of quotation or such other place as may have been agreed in writing between the Client and the Supplier. The Supplier shall off-load the CAD Services at the Client's risk.

8.2 Ownership of the CAD Services shall pass to the Client on the later of completion or when the Supplier has received payment in full in cleared funds, all sums due to it in respect of: (a) the CAD Services; and (b) all other sums which are or which become due to the Supplier from the Client.

8.3 The Client's right to possession of the CAD Services before ownership has passed to it shall terminate immediately if any of the circumstances set out in condition 17 arise or if the Client encumbers or in any way charges the CAD Services, or if the Client fails to make any payment to the Supplier on the due date.

8.4 On termination of the Contract for any reason, the Supplier's (but not the Client's) rights in this condition 8 shall remain in effect. The Supplier may request and apply appropriate payments to the Client for such CAD Services as he thinks fit, notwithstanding any purported appropriation by the Client to the contrary, and may make such appropriation at any time.

9. Inspection and testing of CAD Services

9.1 The Supplier reserves the right to inspect the CAD Services, to ensure that they comply with the requirements of the Contract.

10. Software

10.1 If the Supplier refers to using software in the quotation, the price of the CAD Services does not include any licence fee, any Software, or the Client's right to use the Software.

10.2 The Client shall not remove, adapt or otherwise tamper with any copyright notice which appears in or on the Software or on the medium on which it resides.

11. Warranty

11.1 The Supplier warrants to the Client that at delivery the CAD Services is free from electronic opening errors. The Supplier undertakes (subject to the remainder of this condition 11), at its option, to repair or replace CAD Services (other than consumable items) which is found to be defective as a result of electronic openable errors within 6 months of completion.

11.2 The Supplier shall not be liable for a breach of any warranty contained in condition 11.1 unless: (a) the Client gives written notice of the defect to the Supplier within 3 days of the time when the Client discovers or ought to have discovered the defect; and (b) after receiving the notice, the Supplier is given a reasonable opportunity of examining such CAD Services and the Client (if asked to do so by the Supplier) returns such CAD Services to the Supplier's place of business, by email for examination.

11.3 The Supplier shall not be liable for a breach of the warranty in condition 11.1 if: (a) the Client makes any use of CAD Services in respect of which it has given written notice under condition 11.2(a); or (b) A defect arises because the Client failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the CAD Services or (if there are none) good trade practice; or (c) the Client alters or repairs the relevant CAD Services without the written consent of the Supplier.

11.4 Any CAD Services shall be under warranty for the unexpired portion of the 6 month period.

12. Remedies

12.1 The Supplier shall not be liable for any errors or omissions of CAD Services, even if caused by the Supplier's negligence.

12.2 All CAD Services must be checked by the Client, prior to being issued / adhered to or worked to, and also covered by the Client's own insurance policies, The Supplier and employees shall not be liable for any CAD Services errors, omissions, delays, defects, or any other resulting claims by any party whatsoever.

12.3 Any liability of the Supplier for non-completion of the CAD Services shall be limited to replacing the CAD Services , at the Suppliers discretion, within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such CAD Services.

12.4 If the Supplier's performance of its obligations under the contract is prevented or delayed by any act or omission of the Client (other than by reason of a Force Majeure Event under condition 17), the Client shall be liable to pay to the Supplier all reasonable costs, charges or losses sustained by it as a result, subject to the Supplier notifying the Client in writing of any such claim it might have against the Client in this respect.

12.5 In the event of any claim by the Client under the warranty given in condition 11.1, the Client shall notify the Supplier in both writing and by email of the alleged defect. The Supplier shall have the option of inspecting the CAD Services at its current location. If the Client's claim is subsequently

found by the Supplier to be outside the scope or duration of the warranty in condition 11, the costs of the CAD Services investigation and repair shall be borne by the Client.

13. Limitation of liability

13.1 The following provisions set out the entire financial liability of the Supplier (including any liability for the acts, errors or omissions of its employees, agents and sub-contractors) to the Client in respect of: (a) any breach of the Contract; and (b) any representation, statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.

13.2 All warranties, conditions and other terms implied by statute or common law are excluded from the contract to the fullest extent permitted by law.

13.3 Nothing in these conditions excludes or limits the liability of the Supplier for: (a) death or personal injury caused by the Supplier's negligence; or (b) fraud or fraudulent misrepresentation.

13.4 Subject to condition 13.3: (a) the Supplier shall not be liable for any loss of profits, delays, inaccuracies, loss of business, depletion of goodwill or similar losses or pure economic loss or for any special, indirect or consequential loss, costs, damages, charges or expenses howsoever arising; and (b) the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract shall be limited to the price payable for the CAD Services.

13.5 As all CAD Services must be checked by the Client, prior to being issued / adhered to or worked to, and also covered by the Client's own insurance policies, The Supplier and employees shall not be liable for any CAD Services errors, omissions, delays, defects or any other resulting claims by any Party whatsoever.

14. Intellectual Property Rights

14.1 If the Supplier provides any CAD Services, or applies any other process to them, in accordance with a specification submitted or prepared by the Client or any other information provided by the Client, the Client shall indemnify and keep indemnified the Supplier against all losses, damages, costs, claims, demands, liabilities and expenses (including without limitation consequential losses, loss of profit and loss of reputation, and all interest, penalties and legal and other professional costs and expenses) awarded against or incurred by the Supplier in connection with, or paid or agreed to be paid by the Supplier in settlement of, any claim for infringement of any third party Intellectual Property Rights which results from the Supplier's use of the Client's specification or such other information. The indemnity shall apply whether or not the Client has been negligent or at fault and does not limit any further compensation rights of the Supplier.

14.2 The Client acknowledges that all Intellectual Property Rights used by or subsisting in the CAD Services are and shall remain the sole property of the Supplier or (as the case may be) third party rights, owner.

14.3 The Supplier shall retain the property and copyright in all documents supplied to the Client in connection with the contract and it shall be a condition of such supply that the contents of such documents shall not be communicated either directly or indirectly to any other person, firm or company without the prior written consent of the Supplier.

14.4 The Supplier's Intellectual Property Rights in and relating to the CAD Services shall remain the exclusive property of the Supplier, and the Client shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise / permit any of its agents or contractors or any other person to do so.

In relation any Software: the Client acknowledges that nothing contained in these conditions shall be construed as an assignment of any Intellectual Property Rights to the Software or user manuals; and the Client shall be subject to the rights and restrictions imposed by the owner of the Intellectual Property Rights in the Software and user manuals, and shall comply with all licence agreements, terms of use and registration requirements relating to them.

15. Confidentiality and Supplier's Property

15.1 The Client shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Client by the Supplier or its agents, and any other confidential information concerning the Supplier's business or its products which the Client may obtain. The Client shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Client's obligations to the Supplier, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Client.

15.2 All CAD Services, materials, documents and data supplied by the Supplier to the Client shall at all times be and remain the exclusive property of the Supplier, but may be held by the Client in safe custody at their own risk and maintained and kept in good condition by the Client until returned to the Supplier, and shall not be disposed of or used in whole or in part other than in accordance with the Supplier's written instructions or authorisation.

15.3 This condition 16 shall survive termination of the Contract, however arising.

16. Termination

16.1 Without prejudice to any other right or remedy available to the Supplier, the Supplier may terminate the Contract or suspend any CAD Services Production / being issued at any time, under the Contract, without any Liability, and, if the CAD Services has been produced but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary if: (a) the ability of the Client to accept production of the CAD Services is delayed, hindered or prevented by circumstances beyond the Client's reasonable control; (b) an order is made or a resolution is passed for the winding up of the Client, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to the Client; or (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the Client, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Client, or notice of intention to appoint an administrator is given by the Client or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); (d) a receiver is appointed of any of the Client's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Client, or if any other person takes possession of or sells the Client's assets; (e) the Client makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; (f) the Client ceases, or threatens to cease, to trade; or (g) the Client takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

16.2 Termination of the Contract, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive or implicitly surviving termination.

16.3 If at any time the Client would like to terminate the contract, for any particular reason, the Client must give the Supplier 7 day's notice, in writing by e-mail & by posting a letter to the Supplier. The Client must pay within 7 days, for all the Supplier's CAD Services time & production costs and any other costs/ losses, detailed by the Supplier, up until that moment in time, when the 7 Days notice is completed. Pending any dispute or termination, all the CAD Services produced, shall remain sole property of the Supplier, until paid for in full by the Client. The Client or any Third Parties must not utilise in whole or in part, any of the works produced by the Supplier, otherwise a fine of £10,000 will be issued to the Client. This Contract shall remain Enforceable by Law, until all the costs are paid into the Supplier's Bank Account.

17. Force majeure

17.1 The Supplier reserves the right to defer the date of estimated completion, or to cancel the Contract or reduce the amount of CAD Services ordered, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, tsunami, storm or default of suppliers or sub-contractors ('Force Majeure Event').

18. Waiver

18.1 A waiver of any right under the Contract is only effective if it is in writing and signed by or on behalf of the waiving party, and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

18.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative & don't exclude rights provided by law.

19. Status of pre-contractual statements

19.1 Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement other than as expressly set out in the Contract.

20. Assignment

20.1 The Client shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

20.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

21. Third party rights

21.1 The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

22. Notices

22.1 Any notice required to be given pursuant to this agreement, shall be in writing, e-mailed to the Supplier and also shall be posted by recorded delivery post to the address of the party as set out in these conditions, or such other address as maybe notified by one party to the other. A correctly addressed notice sent by recorded delivery post, shall be deemed to have been received in due course. Notices said to be given by hand, will not be accepted, and considered void.

23. Governing law and jurisdiction

23.1 The Contract and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England.

23.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract.

23.3 Any claims / dispute arising shall exclusively be determined by the local courts of the Supplier's current geographical location.

23.4 If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.