

TERMS AND CONDITIONS

These are the standard terms and conditions for design work which may be duly appointed to Osborn Design Ltd and may be adjusted according to a particular contract. Please read them carefully.

1. DEFINITIONS

In these conditions:

“Client” means the person or persons for the time being, or from time to time with whom the Contract is made.

“Company” means Osborn Design Ltd who is duly appointed by the Client.

“Contract” means the written agreement between the Client and Osborn Design Ltd.

“Designs” means drawings, CAD models and all aspects of design work.

2. DESIGNS

Following a quotation, a purchase order or an email instruction to proceed from the Client will be required before commencing design work. By agreeing to proceed with a project you hereby accept our terms and conditions.

Quotations are valid for 60 days from the date of the quote. All prices may be subject to review after this period.

3. USE OF WORK

Any design work carried out by the Company shall not be used for any purpose other than that for which it was intended, without prior written approval.

The Company shall be entitled to use for purposes of promotion, any of the work produced, (even if the intellectual property rights have been assigned to the Client).

4. MODIFICATIONS

Final designs provided will be deemed acceptable if the Company is not contacted within 7 days after receiving the designs by the client. Any modifications and additional work necessitated thereby shall be charged for unless otherwise agreed.

No modifications to any designs shall be made without the consent of the Company. Any agreed modifications shall be carried out by the Company and shall be paid for at an agreed rate in advance.

5. PAYMENT

The Company shall be paid within 30 days of receipt and approval of invoices in full, and without any deduction, set off or counter claim, together with all related costs and expenses for work completed to the satisfaction of the Client. Design work over £2000 is subject to agreed stage payments.

Preferred payment by BACS or bank transfer.

6. COSTS AND EXPENSES

The Company shall be reimbursed for all reasonable out-of-pocket expenses incurred by the design work, which will be stated in quotation including travel time & associated costs.

7. LATE PAYMENT

Late payment will incur a 2% monthly service charge on overdue balances.

The Company reserves the right to claim compensation for debt recovery costs, should recovery be considered necessary. This will be at the rate of 15% of outstanding debt.

8. CANCELLATION

Cancellation of any work must be made in writing (email is acceptable). The Company will charge for work done and received by Client against issued purchase order or written instruction to proceed.

9. FORCE MAJEURE

The Company shall not be liable for any delay or failure to perform any of its contractual obligations caused by circumstances beyond its reasonable control.

10. DELIVERY

Any delivery date given prior to or during production will be an estimation only and the Company will make best endeavours to meet this date, but accepts no liability for loss if this date is not met.

11. LEGAL REQUIREMENTS

It is the Clients responsibility to ensure that the work complies with British law in all respects.

12. DATA PROTECTION

Both Parties shall ensure that the applicable provisions of the Data Protection Act 2018 will be adhered to.
