

GW Architectural Design Ltd - Terms & Conditions

Whether or not signed, this document sets out the Terms and Conditions which shall apply to the provision of all design and associated services undertaken by G W Architectural Design Ltd, (in this document referred to as "us", "we" or "our", as appropriate) to customers (in this document referred to as "you", "your" or "client").

1.0 General

A contract with the Terms and Conditions set out below comes into being when an order is placed with us and when we accept that order (whether by starting work or otherwise). These Terms and Conditions shall override any Terms and Conditions which you may propose, unless agreed in writing by our duly authorised signatory before items are received for performance of the services requested.

2.0 Quotation and Acceptance

2.1

A quotation by G W Architectural Design Ltd does not constitute an offer and may be withdrawn or revised at any time prior to G W Architectural Design Ltd acceptance of the purchase order.

2.2

All quotations for services are valid for 30 days. Unless otherwise stated.

2.3

Any order placed by the Client with Us (whether or not in response to a quotation, via email or online booking) shall constitute or be deemed to have constituted an offer to G W Architectural Design Ltd to purchase products or services on these conditions. G W Architectural Design Ltd have full discretion in accepting or rejecting any order.

3.0 Pricing

3.1

Our standard pricing is shown on our website at all times. Any bespoke "not listed" pricing shall be as shown in a separate document entitled "CHARGES AND FEES"; as otherwise agreed between us and you before work commences. If the price of the work may exceed that shown in the "CHARGES AND FEES" then we will contact you for authority to proceed at the higher price level and your verbal acceptance shall be sufficient to form a contract at the higher price.

4.0 Payment Terms

4.1

Payment terms are strictly seven days (7 days) from date of invoice issue. Charges will be invoiced according to the quoted terms and invoicing schedule set down by G W Architectural Design Ltd, and accepted by the Clients' reciprocal purchase order and/or instructions to proceed. We do not issue statements.

4.2

You shall notify us of any invoice or delivery note discrepancy within 7 days of receipt to enable corrective action to be taken as soon as practicable.

4.3

It is our policy to ask for 50% of the fee in advance on small fixed price works "sub £1000" and the balance on completion, or for larger works 20% of the pro rata invoice total as a deposit, 3x 20% stage payments during the work and 20% upon successful completion. Online bookings and credit card payments are subject to 100% payment in advance for all standard/fixed pricing work.

5.0 Cancellations and terminations

5.1

Cancellations by us will be subject to a 100% refund on all monies paid via invoice or online booking. Minus any reasonable cost, additional costs or services incurred during the term of service.

5.2

Cancellations by you will be subject to a minimum fee of 30% of the pro rata invoice, or online standard price, plus any reasonable costs, additional costs and services incurred during the term of service.

6.0 Digital Ownership

All digital media shall remain the property of G W Architectural Design Ltd until payment has been received in full. All media created either digital or hard copy, shall always remain the copyright © of G W Architectural Design Ltd.

6.1

Handing over of digital media "dwg dynamic blocks" to clients, colleagues, consultants or other users is strictly prohibited unless all dynamic blocks are exploded and all dynamic properties of said dynamic blocks are removed.

6.2

Digital media "dwg/dxf/skp/layout" sold via CD, DVD, email or any other means shall always remain the copyright © of G W Architectural Design Ltd. Strictly not for resale, loan, hire, reward and not to be duplicated. All media sold is for your personal/business use only. No CAD media files to be handed over to your clients, colleagues, consultants or any other users under any circumstances.

6.3

No refunds in part or full can be given once a CD, DVD disc has been posted or an email attachment sent.

7. Miscellaneous

7.1

These Terms and Conditions constitute a complete statement of all Terms and Conditions which shall apply to services provided by us and replace all previous written or oral terms and conditions.

7.2

These Terms and Conditions may be amended by us from time to time by sending amended Terms and Conditions to you which shall apply to all orders placed after you are deemed to have received the amended Terms and Conditions (which for these purposes shall be deemed to be two days after the date that they are posted to you). No other amendments or variations shall be valid unless signed by our authorised signatory.

7.3

Failure by either us or you to exercise any rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

8. Law

The construction validity and performance of these Terms and Conditions and any contract incorporating these Terms and Conditions shall be governed by the Laws of England and the English Courts shall have exclusive jurisdiction.