

# TERMS & CONDITIONS OF SALE

## 1. DEFINITIONS

1.1. In these Terms and Conditions of sale, the following definitions apply:

**“Customer”**

means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the **Company** provides its services to;

**“Company”**

means **Quality Drawing Office Services Ltd, St Mary's Gate, Shaw, Oldham, Greater Manchester, OL2 8AE**

## 2. COPYRIGHT

2.1 It is the Customer's responsibility to ensure that all material presented for processing is free from any third party claim of copyright.

2.2 In the event that any material is accepted by us without a certificate of copyright or owner's consent, the Customer shall nonetheless be deemed by requesting us to process such material to be certifying that there is no third party claim to copyright therein.

## 3. CHARGES

3.1 The Customer agrees to pay such hourly charges of the Company as shall be notified to and agreed with the Customer. The hourly charges are calculated according to the number of hours worked on the project(s) (to the nearest 15 minutes and a minimum of 1 hour) and are totalled from, but not limited to, CAD draughting, liaising, preparation of invoices, emails and prints, deliveries and/or collections.

3.2 Unless otherwise agreed, any grant of credit facilities is made on the condition that payment is made within 30 days. The charges are invoiced to the Customer on a weekly basis. The Company reserves the right to charge interest on any overdue amounts at the rate of 2% above the base rate from time to time of the Bank of England from the due date until the date of payment.

3.3 Where payment is made by cheque, the company shall not be deemed to have received payment until the payment had cleared.

3.4 Where the customer receives completed drawings by post, the customer is deemed to accept the postal charges incurred which the company will list on the clients invoice. The MINIMUM postal charges are listed within our standard price list. Copy available on request.

3.5 Fixed price zone plans are calculated based on the number of zones, which should be in accordance with the recommendations of BS5839-1:2017. The company reserves the right to withdraw the offer for projects not zoned in accordance with BS5839-1:2017.

3.6 The company shall carry out work under written instruction from the customers employees, including but not limited to email and postal instructions. Should a purchase order number or reference be required on the invoice to meet the customers own company procedures, it is the responsibility of the customer to provide this prior to invoicing. The absence of a purchase order number or reference does not indemnify the customer from any charges due.

## 4. RETENTION OF TITLE

4.1 All goods will remain the property of the company until the price has been paid in full and the customer shall remain a bailee only until payment is made.

## 5. LIABILITY

5.1 No liability will be accepted by the company for failure to meet delivery dates and/or deadlines, however caused.

5.2 No liability will be accepted by the company for the cost of any printing or encapsulations which include errors made by either party due to misinterpretation of information submitted by the customer or approved for printing by the customer.

QDOS policy is one of constant improvement; therefore we reserve the right to amend our products and services, in part or in full, without notice. E&OE.