



Terms and Conditions of Business

The CAD Room Limited
Unit 1
Arden Business Centre
Horsfield Way,
Bredbury
Stockport
SK6 2SU

1. Interpretation

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

Client	means the person, firm or company who wished to purchase the Services from the Supplier;
Contract	means when the Client sends confirmation or an order for the Supplier to proceed with the Services.
Estimated	
Delivery Date	means the date on which the Supplier estimates the service will be delivered;
Deliverables	all Documents, products and materials developed by the Supplier or its agents, subcontractors, consultants and employees in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts);
Intellectual	
Property Rights	means all intellectual property rights of any kind existing anywhere in the world whether or not registered and all applications, renewals and extensions of the same and whenever arising, registered or applied to be registered including, without limitation, copyright, database rights, design rights, patents, trademarks, service marks, trade names and other rights in goodwill, rights in know-how, trade secrets and other confidential information.
Services	means the Computer Aided Design or Building Information Modelling works agreed in the Contract to be purchased by the Client from the Supplier;
Software	means any software utilised on the Services;
Supplier	the CAD Room Limited, a company registered in the United Kingdom under number 04522512 and whose registered office is at 308 London Road, Hazel Grove, Stockport, Cheshire, SK7 4RF (Unique).
VAT	value added tax chargeable under English Law for the time being and any similar additional tax.

1.2. Headings in these documents shall not affect their interpretation.

1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

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

1.5. A reference to writing or written includes e-mail.

- 1.6. Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

2. Basis of Sale for the Services

- 2.1. The Client's purchase order, or the Client's acceptance of an estimate for Services by the Supplier, constitutes an offer by the Client to purchase the Services specified in these Conditions. A Client's offer to purchase the Services shall be accepted by the Supplier:
 - 2.1.1. by a written acknowledgement issued and executed by the Supplier; or
 - 2.1.2. by the Supplier starting to provide the Services.
- 2.2. Any estimate given by the Supplier are valid for a period of 30 days only. The Supplier may withdraw it at any time, without notice to the Client.
- 2.3. The Supplier may deliver the 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.
- 2.4. 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.
- 2.5. All 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. Quantity and Description

- 3.1. The quantity and description of the Services shall generally be as set out in the cost estimate. All 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.
- 3.2. The Supplier reserves the right to make any changes on the Services which are required to conform with any applicable legislation or, where the Services are 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 Services, the Supplier shall use reasonable endeavours to transfer to the Client the benefit of any information given by the producer to the Supplier.
- 3.3. The Supplier's employees, contractors and agents are not authorised to make any contractually binding representations concerning the 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.

- 3.4. 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 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.

4. Payment

- 4.1. The price of the Services shall generally be in line with the Supplier's estimated price or, where no price has been estimated (or an estimated price is no longer valid) The Supplier's general prices shall apply to the Services as appropriate. The estimated price is subject to additional disbursements including but not limited to printing and postage.
- 4.2. The Supplier reserves the right, by giving notice to the Client at any time before completion, to increase the price of the Services, to reflect:
 - (a) any increase in the cost to the Supplier, which is due to any factor beyond the control of the Supplier,
 - (b) any change in delivery dates, quantities or specifications for the 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.
- 4.3. The Supplier will invoice the Client for the Services completed either weekly or monthly. The Client shall pay the full amount applied and or invoiced to it by the Supplier by way of electronic bank transfer within 30 days of receipt of the application and or invoice. All payments made under this Agreement shall be in pound sterling.
- 4.4. If the Client fails to make payment within the time specified, 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 the Services to the Client.
- 4.5. In the event of non-payment, the Supplier:
 - 4.5.1. reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 at 8% over the Bank of England base rate;
 - 4.5.2. suspend all further works, production and actions until payment has been made in full;
 - 4.5.3. make a storage charge for any unfinished Services at its current rates from time to time; and
 - 4.5.4. stop any Services in transit.
- 7.6 The Supplier shall be entitled, on the expiry of 7 days' notice in writing, to dispose of such Services in such manner and at such price as it thinks fit and to apply the proceeds towards the amount outstanding.
- 4.6. All sums payable to the Supplier under the Contract shall become due immediately

on its termination, despite any other provision of the Contract.

5. Production of the Services and Acceptance

- 5.1. The Supplier shall use its reasonable endeavours to produce the Services on the Estimated Delivery Date, 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 Services and the Supplier is not liable for any delays or works inaccuracies whatsoever, however caused.
- 5.2. Production of the 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.
- 5.3. The Client shall be responsible (at the Client's cost) for providing any information required in the production of the Services and for the provision of all necessary information access and facilities reasonably required, in order producing the Services. If the Supplier is prevented from carrying out production on the specified date because no such information has been provided, the Supplier may levy additional charges to recover its loss arising from these events.
- 5.4. Unless otherwise agreed, the Client will accept the delivery of the Services within seven (7) days from receipt of notice in writing from the Supplier to do so. If the Client fails to take delivery of the Services within seven (7) days (or any other period agreed pursuant to this condition) from receipt of notice in writing from the Supplier then, without prejudice to any other right or remedy available to the Supplier, the Supplier may:
 - 5.4.1. issue its invoice in respect of the Services as if they had been delivered;
 - 5.4.2. suspend other deliveries of the provision of Services.

6. Representations and Risk

- 6.1. The Supplier shall perform all Services with reasonable care and skill in accordance with these Terms and Conditions and all applicable laws.
- 6.2. It is the Client's responsibility and risk that any order, specification, drawing or information provided to the Supplier by the Client or any person for or on behalf of the Client in connection with the Contract is true, complete and accurate in all respects.

7. Property and Ownership

- 7.1. Ownership of the 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 the Services.
- 7.2. 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 Services as he thinks fit, notwithstanding any purported appropriation by the Client to the contrary and may

make such appropriation at any time.

8. Software

- 8.1. If the Supplier refers to using software in the estimated price, the price of the Services does not include any licence fee, any Software, or the Client's right to use the Software.
- 8.2. 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.

9. Warranty

- 9.1. Both the Supplier and the Client represent, warrant and undertake that:
 - (a) it has full capacity and authority and all necessary consents to enter into and to perform this agreement and to grant the Services referred to in this agreement and that this agreement is executed by its duly authorised representative and represents a binding commitment on it; and
 - (b) it shall comply with all applicable Legislation in the performance of its obligations under this agreement.

10. Remedies

- 10.1. The Supplier shall not be liable for any errors or omissions of Services, even if caused by the Supplier's negligence.
- 10.2. All Services must be checked by the Client, prior to being issued, and also covered by the Client's own insurance policies, The Supplier and employees shall not be liable for any Services errors, omissions, delays, defects, or any other resulting claims by any party whatsoever.
- 10.3. Any liability of the Supplier for non-completion of the Services shall be limited to replacing the 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 Services.
- 10.4. If the Supplier's performance of its obligations under the contract is prevented or delayed by any act or omission of the Client, 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.
- 10.5. In the event of any claim by the Client, 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 Services at its current location. If the Client's claim is subsequently found by the Supplier to be outside the scope or duration of any warranty, the costs of the Services investigation and repair shall be borne by the Client.

11. Limitation of Liability

- 11.1. All warranties, conditions and other terms implied by statute or common law are excluded from the contract to the fullest extent permitted by law.
- 11.2. Nothing in these conditions excludes or limits the liability of the Supplier for:
 - 11.2.1. death or personal injury caused by the Supplier's negligence; or
 - 11.2.2. fraud or fraudulent misrepresentation.
- 11.3. 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.
- 11.4. 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 Services.

12. Intellectual property rights

- 12.1. Unless otherwise agreed between the parties, all Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
- 12.2. The Client shall, at their own expense, take all such steps as the Supplier may reasonably require to assist the Supplier in maintaining the validity and enforceability of the Intellectual Property Rights of the Supplier during the term of this Agreement.
- 12.3. The Client shall not:
 - (a) copy the Services or any part of any of them except to the extent and for the purposes expressly permitted by this Agreement;
 - (b) modify, adapt, develop, create any derivative work, reverse engineer, decompile, disassemble or carry out any act otherwise restricted by copyright or other Intellectual Property Rights in the Services except and only to the extent that it is expressly permitted by applicable law.
 - (c) use in relation to the Services any trade marks other than the Trade Marks without obtaining the prior written consent of the Supplier; or
 - (d) use any trade marks or trade names so resembling any trade mark or trade names of the Supplier as to be likely to cause confusion or deception.
- 12.4. The Client shall promptly give notice in writing to the Supplier in the event that it becomes aware of any infringement or suspected infringement of the Trade Marks or any other Intellectual Property Rights in or relating to the Services; and

13. Confidentiality and the Suppliers Property

- 13.1. 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.

13.2. All 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.

13.3. This condition 14 shall survive termination of the Contract, however arising.

14. Termination

14.1. Without prejudice to any other right or remedy available to the Supplier, the Supplier may terminate the Contract or suspend the Services at any time, under the Contract, without any Liability, and, if the Services have been produced but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary if:

14.1.1. the ability of the Client to accept production of the Services is delayed, hindered or prevented by circumstances beyond the Client's reasonable control;

14.1.2. 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

14.1.3. 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);

14.1.4. 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;

14.1.5. 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;

14.1.6. the Client ceases, or threatens to cease, to trade; or

14.1.7. the Client takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

14.2. 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.

15. Compliance with Laws and Regulations

- 15.1. The Supplier shall comply with all applicable requirements of the General Data Protection Legislation.
- 15.2. The Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:
 - 15.2.1. process that personal data only on the documented written instructions of the Client unless the Supplier is required by Applicable Laws to otherwise process that personal data;
 - 15.2.2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected;
 - 15.2.3. ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
 - 15.2.4. notify the Client without undue delay on becoming aware of a personal data breach;

16. Force Majeure

- 16.1. Neither party will be liable for a delay or failure to perform its obligations if the delay or failure results from circumstances beyond its reasonable control. This includes (but is not limited to) acts of God, flood, fire, accident or impossibility of obtaining materials. If such a delay or failure continues for at least 30 consecutive Business Days, either party will be entitled to immediately terminate this Agreement by notice in writing.

17. Waiver

- 17.1. 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.
- 17.2. Unless specifically provided otherwise, rights arising under the Contract are cumulative & don't exclude rights provided by law.

18. Assignment

- 18.1. 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.
- 18.2. 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.

19. Third Party Rights

- 24.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

20. Notices

- 25.1 Any notice under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its principal place of business; or sent by email.
- 25.2 Any notice or communication shall be deemed to have been received:
- 25.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 25.2.2 if sent by first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
 - 25.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. Business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 25.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

21. Governing Law and Jurisdiction

- 26.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.