

# Ingenia Industrial Design LLP

## Terms & Conditions of Business

<b>1</b>	<b>Interpretation</b>
1.1	"The company" is <b>Ingenia Industrial Design LLP</b> . "Client" is the person or organisation, to which the company supplies goods or services. "Contract" means the contract between company and client, to which both are subject. "Standard rates" are the company's rates included in these conditions. "Conditions", means these terms and conditions.
<b>2</b>	<b>Basis of the Contract</b>
2.1	Subject to clause 2.2, the contract is subject to these conditions, to the exclusion of any others purported to be imposed by the client in any way.
2.2	Conditions may be varied if both parties agree in writing. Conflict between a written agreement and this contract shall be resolved in favour of the agreement.
2.3	Unless specified in a new agreement, the conditions of this contract apply to any variation, or additional work associated with the contract.
<b>3</b>	<b>Declaration of interests and conflict</b>
3.1	If the company becomes aware of a potential conflict of interest between the client and any other existing client, the company will only proceed with the contract with the informed consent of both clients. The company will seek approval for any disclosures to inform either client in advance.
<b>4</b>	<b>Estimates and Variations</b>
4.1	Estimates and schedules issued by the company are valid for 3 months after issue. Subsequently they may be amended or withdrawn.
4.2	Errors in literature, quotation, price list or invoice of the company are subject to correction without liability on the part of the company.
4.3	The client is responsible for ensuring the accuracy of the terms of any order.
4.4	The company will endeavour to complete work at agreed dates, but time of completion shall not be the essence of the contract.
4.5	The company may refuse to agree to any requested variation without any liability.
<b>5</b>	<b>Price</b>
5.1	Unless specified in the contract, the Client will be liable to the Company for costs incurred in pursuance of the contract including, but not limited to:
5.1.1	Costs as identified in the company's estimate.
5.1.2	Time, including work, meetings, professional attendances and travelling time not specified as deliverables.
5.1.3	Travel accommodation, communications, delivery, legal, subsistence and out-of-pocket expenses.
5.1.4	Costs incurred by the Company in performing the contract, beyond the reasonable foresight or control of the company in its estimate.
5.1.5	VAT, import duties, or other taxation levied on the company or its subcontractors in pursuance of the contract.
5.2	The company's standard rates for work & cost in pursuance of the contract, but not otherwise specified as a deliverable within it are:
5.2.1	Time £50 per person, per hour or part thereof.
5.2.2	Transport Vehicle mileage, 50p/mile. Air & rail travel at business class rates, taxis & other transport at cost.
5.2.3	Accommodation & subsistence Meals, subsistence & accommodation & communications costs when any persons work away from the Company's offices at cost.
5.2.4	Other costs Including but not limited to external contractor costs, prints & prototypes are subject to a management fee of 25% of their cost.
5.2.5	Meetings & attendances Where included in a contract, the time allowance is 2 hours, after which additional time will be charged at the company's standard rate.
<b>6</b>	<b>Deliverables</b>
6.1	Unless specified in a contract, the client will receive one copy of each deliverable, additional deliverables are chargeable at standard rates
6.2	Work in uncompleted form may not be used or published without the prior written consent of the company.
6.3	No modifications to work relating to the Contract may be made during its course without the prior written agreement of the Company.
6.4	The company asserts its right to be identified as author of work resulting from the contract including in any publication.
<b>7</b>	<b>Acceptance of work</b>
7.1	The client acknowledges that the company's work and charges for any part of a contract are satisfactory on written or verbal acceptance or:
7.1.1	On the client's instruction to proceed to a different stage in the contract, or a new contract based on the original contract's results
7.1.2	On payment, part payment, or notification of the intent to pay for invoices relating to the contract
7.1.3	In the event of no complaint within the credit terms agreed in the contract.
<b>8</b>	<b>Payment terms</b>
8.1	The Company will commence work after payment of 50% of the value of an invoice for each contract stage. The remainder is payable by return on delivery.
8.2	The Company will issue invoices for additional costs and expenses at the conclusion of each stage, or at end of the month in which the cost was incurred.
8.3	Invoices must be settled by return invoice date unless otherwise agreed. Time of payment is of the essence of the Contract
8.4	The Company reserves the right if any invoice remains unpaid (whether wholly or in part) for over 7 days from its date of issue to:
8.4.1	Give immediate notice to the Client that work on the programme will cease until outstanding payments are made;
8.4.2	Charge interest at 8% per annum above the base rate of the Royal Bank of England at the date payment became overdue, calculated on a daily basis
8.4.3	Pass the debt to a debt collection agency or solicitor, including, but not limited to, Sinclair Goldberg Price Ltd. These accounts, without exception, will be subject to a surcharge of 15% plus vat; plus any interest, legal costs and fees incurred in obtaining settlement.
8.5	If the Company is unable to complete work by an agreed date due to any factors outside its control, the Company may invoice for work completed at that date.
<b>9</b>	<b>Termination</b>
9.1	This Contract may be terminated by either party giving written notice to the other, identifying breach in any terms of the Contract by the other party, or if a party:
9.1.1	is made bankrupt; enters into any arrangement or composition with creditors, enters comparable insolvency procedure in any jurisdiction, is petitioned for winding up or for an administration order to be made against it, has a receiver, manager, or administrative receiver appointed over, all or any part of its assets
9.1.2	Gives written notice that in their opinion the Contract is not achievable by the agreed programme.
9.2	If a contract is to be carried out in stages & delay of more than one month occurs during a stage, or between any two stages occasioned by instruction or act or omission of the Client, the Company may withdraw from the Contract and be entitled to immediate payment of all amounts due.
9.3	On termination of the Contract the client will pay the company for all work carried out in pursuance of the contract and:
9.3.1	The Client indemnifies the Company for the Company's liability under contracts entered into to perform any obligations under the Contract for which the Company remains liable notwithstanding termination of this Contract.
9.4	Termination of this Contract for any reason shall not affect the parties accrued rights and liabilities arising under the Contract prior to termination
<b>10</b>	<b>Confidential Information/Title</b>
10.1	The Company its agents and employees will keep confidential client disclosures in the course of setting up, or working on the contract. From this is excluded information that is or becomes in the public domain, is received by the company or client in good faith from a third party or is in the company or clients possession already.
10.2	Any matter submitted by the company to the client before the contract is agreed is confidential and must not be shown, copied or used for any purpose.
10.3	The Company retains ownership of all materials and work in any form, including intellectual property rights, until invoices for Contract and additional costs and expenses are paid in full. If any invoice for the Contract is unpaid, no information relating to the contract or its results may be disclosed without the Company's written permission.
10.4	On payment of invoice, the Client may request assignment of relevant intellectual property rights arising from the contract's deliverables unless agreed otherwise.
10.5	Work completed during a project in any form is the property of the Company, unless referred to as deliverables in an estimate.
10.6	During the course of the contract, neither Company nor the Client may use the name of the other for publicity purposes without the written consent of the other. The Company may use commissioned work for promotion, if the Contract's results have been promoted openly, or with permission from the client.
<b>11</b>	<b>The Company's Liability</b>
11.1	Statements of Company staff or others engaged by the Company shall not be binding on the Company until confirmed by it in writing.
11.2	The Client agrees that claims in relation to the Contract or anything connected to would be against the Company, not against any person/s.
11.3	The Company will only undertake work within the expertise and competence of its staff, advisers and consultants and will carry out this work with due skill and diligence. The Company will use every endeavour to achieve the Contract objectives, but offers no warranty, express or implied that project conclusions will be a complete or partial solution to the problem, or that recommendations will be acceptable to the Client
11.4	It is the responsibility of the Client to ensure that the correct issue of any data is maintained by the Client and any sub-contractors or customers.
11.5	The Company recommends that Clients seek professional advice relating to existing or claimed intellectual property rights. The client indemnifies the company against liability, loss, costs, expenses, claims or proceedings relating to intellectual property claims or rights arising from the contracts results.
11.6	It is the Client's responsibility to ensure that outcomes of the Contract are fit for purpose. The Company recommends that accurate prototypes are made & thoroughly tested to assess subjective & functional factors. Modification, repair & replacement of prototypes used in the contract will be charged at standard rates. Items supplied by the client to the Company will be at the risk of the Client & the Company shall not be liable in respect of any loss or damage arising from such items.
11.7	Unless specified in a contract, measurements undertaken by the Company and reported to the Client may not use calibrated equipment.
11.8	Should a client require completion of work in advance of the Company's recommended schedule, the company cannot accept liability for any subsequent modifications.
11.9	The Company shall not be liable to the Client under common law, or under the terms of the contract for damage to reputation or goodwill, loss of future business, damages, costs or expenses payable by the Client to third parties or any loss whatsoever in connection with the Contract.
11.10	If any liability attaches to the Company, the amount recoverable by the Client shall not exceed amounts payable by the Client for completed contract stages.
<b>12</b>	<b>General</b>
12.1	Failure or neglect by the Company to enforce any of the Conditions shall not be a waiver of the Company's rights under the Contract.
12.2	If any provision of these Conditions is held by competent authority to be unlawful, invalid or unenforceable, the other provisions and the remainder of the provision in question shall not be affected and shall be valid and enforceable to the fullest extent permitted by law
12.3	The Client may not transfer, assign or sub-contract obligations under the Contract without the Company's prior written consent. The laws of England and Wales govern the construction, validity and performance of the Contract. The Client and the Company submits to the jurisdiction of the courts of England and Wales.
12.4	Any complaint relating to this contract should in the first instance be put in writing to the Company and handled under the Company's complaints procedure