

Terms and Conditions of Business

1. Definitions and Interpretation

- 1.1 The following shall have the following meanings for the purposes of these terms and conditions ("Conditions")
 - 1.1.1 'the Client', 'you', 'your' means you, the Client who appoints the Provider to perform the services.
 - 1.1.2 'The Provider', 'our', 'we', 'us' means Bluefly of 27 Moreton Road, Worcester Park, Surrey KT4 8EY
 - 1.1.3 'the Services' means the CAD Services provided by the Provider as detailed in the Quotation.
 - 1.1.4 'the Quotation' means the document provided to the Client by the Provider containing information on the Services to be rendered by the Provider and the fees or price to be paid by the Client for those Services.

2. Provision of Services

- 2.1 These Conditions shall apply to all instructions and contracts for the supply of the Services by the Provider to the Client. When a Client accepts our Quotation this shall be deemed to be an offer by the Client to purchase the Services in accordance with these Conditions.
- 2.2 The acceptance of instructions for the Services shall be at the entire discretion of the Provider. Our acceptance occurs when you sign a copy of these Conditions at which point your contract with us is made. Up until this point we may decline to provide you with the Services without giving any reason.
- 2.3 It is your responsibility to ensure that your instructions are accurate and to give us all the information we need within a sufficient time to enable us to perform the contract in accordance with these Conditions.
- 2.4 The Client agrees that, in the event of conflict, written information about the Services provided by the Provider shall prevail over any oral statements made by the Provider or by the Provider's employees or agents (although the Provider shall be responsible for any fraudulent misstatements). The Provider shall use all reasonable efforts to ensure that its written information about the Services is accurate.
- 2.5 By signing these Conditions the Client is deemed to have accepted and agreed to them.
- 2.6 Any estimates of how long it will take our staff to perform the Services required are approximate only and the Provider shall not be liable for any delay. Time for completion of the Services shall not be of the essence unless agreed in advance in writing between the parties.
- 2.9 The Provider does not provide a design service and is not responsible for the design component of their drawings.
- 2.10 The Provider will dispose of the Clients drawings after 90 days unless instructed otherwise at the time of signing these Conditions. If so instructed the Provider can either archive the drawings at the Client's expense or return the drawings to the Client by mail.

3. Price

- 3.1 The Client agrees to pay the fees detailed in the Quotation.
- 3.2 The price of the Services is based on an hourly charge out rate set out in the Quotation.
- 3.3 The number of hours spent working on the Client's project will be logged on a job sheet and an invoice will be issued at the end of each calendar month based on the number of hours spent working on the Client's project that month.
- 3.4 All sums payable by the Client under this contract are exclusive of any value added or other tax for which the Client shall be additionally liable.

4. Payment

- 4.1 All invoices issued by the Provider shall be payable within 30 days of the invoice date.
- 4.2 The time of payment shall be of the essence of these Conditions.
- 4.3 For late payments a new invoice will be issued 31 days after the first, then subsequently every 31 days. Each new invoice issued will have a punitive 2% mark-up on the last.
- 4.4 Failure by the Client to make payment within 30 days of the due date shall constitute sufficient cause for the Provider to suspend or terminate the contract until all outstanding payments due and interest on them have been paid in full.

5. Variation and amendments

- 5.1 If the Client wishes to vary any details of the Quotation it must notify the Provider in writing as soon as possible. The Provider shall endeavour to make any required changes and any additional costs thereby incurred shall be invoiced to the Client.
- 5.2 If, due to circumstances beyond the Provider's control, it has to make any change in the arrangements relating to the provision of the Services it shall notify the Client forthwith. The Provider shall endeavour to keep such changes to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.

6. Subcontracting

- 6.1 Either party may sub-contract the performance of any of its obligations under the contract without the prior written consent of the other party.
- 6.2 Where either party sub-contracts the performance of any of its obligations under the contract to any other party, that party shall be responsible for every act or omission of the sub-contractor as if it were an act or omission of the party itself.

7. Confidentiality

- 7.1 The Provider expects any information or material submitted by the Client to be non confidential.
- 7.2 Confidential material shall be clearly labelled as such or the Provider should be informed in writing before receiving the material that it is to be confidential.
- 7.3 The Client will be liable for any extra costs that the Provider incurs from handling such confidential material.

8. Limitation of Liability

- 8.1 To the fullest extent permitted by law, the Provider excludes all liability arising out of its supply of the Services and in particular shall not be responsible for:

- 8.1.1 any loss or damage, arising directly or indirectly out of or in connection with delay beyond the estimated time or date of completion;
 - 8.1.2 any circumstances over which the Provider has not got control of the consequences and which the Provider could not avoid by exercise of reasonable care; or
 - 8.1.3 any indirect or unforeseeable loss suffered or incurred by the Client or others.
- 8.2 In any event, the Provider's liability to the Client will not exceed the total price charged for the relevant Services.
- 8.3 Nothing in these Conditions shall affect the Statutory Rights of the Client.

9. Customer Complaints

- 9.1 Any complaint about the performance of the Contract must be made in writing to Bluefly, 27 Moreton Road, Worcester Park, Surrey KT4 8EY within 5 working days of receiving the completed drawings and the Provider will take all necessary action, without cost to the Client, to investigate and (unless it reasonably considers that the complaint was not justified) take any necessary remedial action.
- 9.2 In the absence of complaint, it will be assumed that the Client is satisfied with the Provider's performance of the Contract.

10. Termination with notice

- 10.1 Either party may terminate this agreement by not less than 1 months' written notice to the other.
- 10.2 In the event that the Client fails to give proper notice under clause 6.1, the Client will be liable for the price of the Services for the period for which proper notice has not been given.

11. Grounds for Termination without notice

Either party may terminate this agreement without prior notice if the other:

- 11.1 makes any assignment of its business for the benefit of creditors;
- 11.2 has a receiver, administrative receiver or similar officer appointed of all or part of its property;
- 11.3 becomes bankrupt or goes into liquidation (except with the other's consent) for the purpose of amalgamation or reconstruction; or
- 11.4 commits a breach of this agreement and fails to remedy it within 30 days after written notice requiring it to be remedied.

12. Termination Consequences

In the event of this agreement being determined by the Provider in accordance with condition 11.4:

- 12.1 The Client shall immediately pay to the Provider all arrears of payments and any other sums due under the terms of this agreement.

13. Not to Solicit Employees

- 13.1 While the contract remains in force and for 12 months after its end (however caused) the Client shall not directly or indirectly solicit either on their own account or on behalf of any other person the whole or part time services, for any purpose, of any of the Provider's employees who work in any capacity under this contract.

- 13.2 In the event of the engagement by the Client of an employee of the Provider within either:
- 13.2.1 the duration of the Agreement; or
 - 13.2.2 12 months from the termination of the Agreement
- the Client shall be liable to an introduction fee calculated at 20% of the annual pay of the employee immediately prior to the engagement.

14. Force Majeure

- 14.1 Save for the Client's obligation of payment under clause 4, neither party shall be liable for any damage due to act of God, war, civil disturbance, malicious damage, strike or other industrial actions or trade disputes (whether involving employees of either the Provider or the Client or of a third party), lockout, fire, flood, drought, power failure or breakdown in machinery, extreme weather conditions, compliance with any law or governmental order, rule, regulation, direction or other circumstance beyond the reasonable control of either party ('Force Majeure Event').
- 14.2 Each party shall give notice forthwith to the other upon becoming aware of a Force Majeure Event, the notice to specify details of the circumstances giving rise to the Force Majeure Event.

15. Copyright

- 15.1 The Provider reserves all copyright and any other rights (if any) which may subsist in the products of, or in connection with, the provision of the Provider's services or facilities. The Provider reserves the right to take such actions as may be appropriate to restrain or prevent infringement of such copyright.

16. General

- 16.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other party at its registered office or principal place of business or such other address as at the relevant time may have been notified pursuant to this provision giving the notice.
- 16.2 No waiver by the Provider of any breach of the contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver of any of these Conditions shall be effective only if given in writing and signed by the waiving party and then only in the instance and for the purpose for which the waiver is given.
- 16.3 No failure or delay on the part of any party in exercising any right, power or privilege under these Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of any other right, power or privilege.
- 16.4 The Provider reserves the right to change or modify these Conditions without notice.
- 16.5 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 16.6 Any contract to which these Conditions apply shall be governed by English law and the Provider and the Client consent to the exclusive jurisdiction of the English courts in all matters regarding it.
- 16.7 If it becomes necessary for a court to enforce these Conditions and any one of these Conditions is found to be invalid or unenforceable this will not affect the remainder of the agreement between us.