



For the Provision of Goods and Services

Contact us here: info@s3dsDesign.com

Normal Office Hours: Mon-Fri (10:00 -18:00) GMT, London (GB)

Our standard Terms and Condition of practise are as shown below. The latest, most up-to-date version will always be available on this page of our website, unless the server is down due to force majeure or an act of god. Please make sure that you read and understand the meaning of these terms and condition.

By accepting a quotation and or ordering a service from Simplicity3D Studios Ltd, or one of its trade names, you confirm that are in agreement and bound by the terms and condition shown below.

0. Definitions

In these Terms and Conditions, the Specification and the Contract the following words shall have the meanings given in this clause:

1.1 Simplicity3D Studios Design and S3DS Design are trading names of Simplicity3D Studios Limited,4-11 Northwood Hall, Hornsey Lane, London, N6 5PJ, registered in England and Wales, company number 05293222

1.2 Simplicity3D Studios Limited (or other trading names) will hereafter be referred to as 'S3DS Design'

1.3 'Client'

Means the person, firm or company who instruct S3DS Design to perform the Services

1.3 'Contract'

Means the agreement between S3DS Design and the Client to perform the Services comprising of these Terms and Conditions and the Specification. The Contract and the Client's acceptance of these terms exists from when:

- (a) The Client accepts the written quotation; or
- (b) S3DS Design commences work on the Goods or Services on the Client's instruction

1.4 'Deposit'

Means 50% of the Price due on the Client's agreement to the Contract or another percentage as detailed in the initial Specification.

1.5 'Due Date'

Means 14 days from the date of S3DS Design issuing the invoice upon completion of the Goods and Services.

1.6 'Interest Rate'

Means 5% above the base rate of the Bank of England.

1.7 'Goods and Services'

Means the goods S3DS Design will deliver and / or services S3DS Design will supply according to the Specification.

1.8 'Price'

Means the price agreed by S3DS Design and the Client for providing the Goods and Services either:

- (a) initially on agreement of the Specification; or
- (b) a new price later agreed on alteration of the specification

1.9 'Specification'

Means:

- (a) the details of the work agreed between the parties and signed by the Client; and
- (b) any later alteration agreed by the parties throughout the duration of the Contract

1.10 'Terms and Conditions'

Means these Standard Terms and Conditions of S3DS Design which can be found at <http://www.s3dsdesign.com/pages/simplicity3d-t-and-c.html>

1. Interpretation

In these Terms and Conditions (Terms), the following words and phrases shall have the following meanings:

"the Buyer" means the person, firm or company who purchases the Goods from the Company;

"the Company" means [S3DS Design, i.e. the supplier];

"Contract" means the contract between the Company and the Buyer which shall be deemed to incorporate these Terms;

"Goods" means any goods agreed in the Contract to be supplied by the Company to the Buyer;

"Place of Delivery" means the place to which the Goods are to be delivered.

In these Terms, reference to any statute or statutory provision shall be construed as a reference to such statute or statutory provision as amended, modified, re-enacted or replaced from time-to-time.

2. The Contract

The Contract shall be on these Terms to the exclusion of all other terms and conditions, including any such terms and conditions that are purported to be included or applied by the Buyer.

No terms and conditions contained in the confirmation of order, purchase order or other document of the Buyer will form part of the Contract.

3. Delivery

Unless otherwise agreed in writing, any dates specified by the Company for delivery of the Goods are intended to be an estimate only. If no date is specified for delivery of the Goods, delivery shall be within a reasonable time. We will use 'reasonable endeavours' to ensure that work is completed by the date agreed by both parties.

Subject to the other provisions of these Terms, the Company shall not be liable for any loss, whether direct or consequential, economic or loss of profits or otherwise, arising directly or indirectly out of any delay in the delivery of the Goods nor will any delay entitle the Buyer to terminate or rescind the Contract unless the delay exceeds 60 days.

All terms, conditions, warranties and representations whether implied or made expressly by the Company its servant or agents relating to the quality and/or fitness for the purpose of the Goods and Services (or any of the Goods and Services) are excluded to the fullest extent permitted by the law"

“Notwithstanding the Sale of Goods Act 1979 Section 35A(1), acceptance of some of the Goods by the Buyer, whether conforming to these Terms or not, shall deprive the Buyer of the right to reject the rest of the Goods, whether they conform to these Terms or not”

“The Company shall not be bound to deliver the Goods until the Buyer has paid for them. Payment shall be due 5 business days prior to Delivery date and time for payment shall be of the essence”

4. Risk in and Ownership of the Goods

Risk in the Goods shall pass to the Buyer on delivery

Ownership in the Goods shall not pass to the Buyer until the Company has received in full in cleared funds all sums due to the Company in respect of the Goods and all other sums which are or may become due to the Company from the Buyer on any account.

Until ownership of the Goods has passed to the Buyer, the Buyer shall:

hold the Goods on a fiduciary basis as the Company's bailee;

store the Goods separately from all other goods of the Buyer or any third party in such a way that they remain identifiable as the Company's property;

not destroy or deface any identifying mark on the Goods or their packaging;

maintain the Goods in satisfactory condition insured with the Company's interest noted on the policy and hold any proceeds of such insurance on trust for the Company and not mix them with any other money.

5. Price

The price for the Goods shall, unless otherwise agreed, be the price set out on the date of delivery in the Company's price list. The price for the Goods shall be exclusive of all costs of carriage and insurance and applicable VAT which the Buyer shall pay in addition. The Buyer shall pay such deposit as the Company shall direct. “The Company shall not be bound to deliver the Goods until the Buyer has paid for them. Payment shall be due 5 business days prior to Delivery date and time for payment shall be of the essence.

6. Payment

Subject to paragraph 5, payment of the price of the Goods shall be due 5 working days prior to completion of the work.

Payment shall not be deemed to have taken place until the receipt by the Company of cleared funds.

“The Company will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation (Late Payment of Commercial Debts (Interest) Act 1998) if it is not paid according to these Terms”

7. Warranties

The Company warrants that the Goods are of satisfactory quality.

if the Buyer wishes to make a claim under this warranty, the Buyer shall give written notice to the Company within 14 days of the discovery of the defect and give the Company a reasonable opportunity to inspect the Goods in question.

The Company shall not be liable for any breach of warranty if the Buyer makes any further use of the Goods after giving such notice or alters or repairs the Goods without the agreement of the Company.

All terms, conditions, warranties and representations whether implied or made expressly by the Company its servant or agents relating to the quality and/or fitness for the purpose of the Goods (or any of the Goods) are excluded to the fullest extent permitted by the law"

The Company's liability under the warranty shall be limited to repairing or replacing the Goods in question or refunding the price of such Goods.

8. Limitation of Liability

The Company's liability in contract, tort or otherwise arising out of the subject matter of the Contract shall not exceed the total value of the Goods delivered under the Terms, and the Company shall under no circumstances be liable to the Buyer for any consequential, indirect or direct economic loss or damages.

9. Force Majeure

If either party is subject to an event of Force Majeure, that is circumstances outside its reasonable control, including but not limited to an act of God, war, fire, industrial disputes or civil commotion, power cut, server failure, it shall notify the other and the first party's obligations under these Terms shall be suspended until it notifies the other party of the end of such event of Force Majeure.

10. Jurisdiction

These Terms shall be governed by and interpreted according to English Law and the parties submit to the exclusive jurisdiction of the English Courts.

11. Place of Performance

For the provisions of goods and services, the 'place of performance' is the state where the Simplicity3d Studios Ltd (T/A S3DS Design) hold its registered offices, and where its Management Team plan projects and strategies, i.e. England (Great Britain).

12. General

If any part of these Terms is found to be void or unenforceable by an English Court of competent jurisdiction, such part shall be severed from these Terms which will otherwise remain in full force and effect.

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