



**iSTUDIOPROJECTS**

iStudio Projects  
Unit 6 Boldero Road  
Bury St. Edmunds  
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## **Standard Terms and Conditions**

### **1. General**

These conditions shall apply to all contracts entered into by iStudio Projects Ltd ("The Company") for the sale of goods and/or services and shall extend to any goods and/or services supplied in substitution or in addition to the contract goods and/or services. "The Customer" shall mean the person, persons, company or other body named in return for payment.

### **2. Invoicing and Payment**

Unless otherwise agreed in writing:

2.1 Invoices for goods may be issued immediately after delivery and invoices for services after completion of the service. Where a service is scheduled to be delivered over more than 30 days, an interim invoice may be issued every 30 days for 90% of work completed.

2.1 Where goods are available for delivery and are rejected or delayed at the request of the Customer (other than for good cause relating to lack of quality) invoices may be issued in respect of them as if they had been delivered.

2.3 Delivery charges are applicable on all orders placed, which include the supply of goods/materials, of which there is a minimum delivery charge of £50.

2.4 Payment is due in cleared funds 30 days after invoice. If payment is made by cheque, cleared funds shall be considered available ten business days after the cheque is posted by mail or three business days after it is hand-delivered.

2.5 There will be a charge of £50 made on each occasion any cheque rendered in payment is initially refused or has to be re-presented.

2.6 The Company may charge interest on any overdue amount at 3.5% per month from the due date for payment until the date of payment.

2.7 All invoice enquires/disputes, must be made in writing within 48 hours of the invoice date.

### **3. Delivery of Goods and/or Services**

3.1 In the absence of any agreement to the contrary, the place of delivery shall be the Customer's delivery address.

3.2 Risk in goods shall pass to the Customer on delivery.

3.3 The Customer must examine and sign for goods on delivery and sign for services on completion. Unqualified signature of a delivery note or a completion certificate shall be prima facie proof of satisfactory condition or completion.

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3.4 If goods are lost in transit, the Customer must notify the Company within two days of scheduled delivery. If goods are damaged in transit, the Customer must notify the company within two days of delivery. Notification shall be made by e-mail and telephone. Following such notification, the Company shall (at its option) either replace the damaged or lost goods or refund the cost. The Company shall have no liability in the event that the Customer fails to make notification as provided in this clause.

3.5 The Company will make all reasonable endeavours to adhere to delivery dates quoted, but such dates are only estimated and are not guaranteed.

3.6 The Customer shall be responsible for arranging insurance for goods collected by their own carriers and for goods stored at their premises during service.

3.7 Delay in delivery does not entitle the Customer to cancel the order or thereby render the Company liable to the Customer for any loss or expense arising from the delay except as otherwise agreed in writing.

3.8 If the Company is prevented from making delivery of goods or services by causes beyond its reasonable control, it shall have no liability and the Customer shall have no right to cancel the contract unless the delay extends to more than 60 days. In the event of such cancellation after 60 days delay, the Customer shall either return all goods delivered in original condition for a full refund or shall pay for such goods and the Customer shall pay for such part of contracted services as has been completed.

#### **4. Divisibility**

4.1 The Company reserves the right to make delivery of goods by instalments and to render a separate invoice in respect of each instalment.

4.2 If the Company exercises its right to make delivery in instalments, then any delay in delivering or failure to deliver any further instalments shall not entitle the buyer to reject the contract or the delivery of any other instalment or to withhold payment in respect of any instalment previously delivered.

#### **5. Customer Timetable Changes**

In the event that the Customer changes the requested start date or delivery date of any work later than 14 days before the planned start date, then the Company may charge one half of the labour cost of the deferred or accelerated work as an additional charge which may be invoiced immediately. The Company will use reasonable endeavours to meet the Customer's desired deferred dates and accelerated dates but shall have no obligation to work for any particular date save after express agreement. Where the Company agrees to accelerated dates, a further additional charge may be required. In addition to the labour charge, a 25% restocking fee (minimum) may be chargeable, for any materials that have been purchased.

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## **6. Ownership of Goods**

Goods shall remain the property of the Company until paid for in full by the Customer. The Customer shall permit the employees or agents of the Company to enter onto the Customer's premises and to repossess the goods at any time prior thereto. In the event that the goods are at the premises of a third party by the direction of the Customer, then the Customer shall if so required by the Company in writing remove the goods from such premises and return them to the Company forthwith.

## **7. Prices**

7.1 All quotations, price lists and schedules of rates issued are exclusive of VAT.

7.2 The Company is entitled without prior notice to alter prices at any time until acceptance of a quotation.

## **8. Cancellation**

Cancellation of any order for goods and/or services or any part of an order will not be valid after the Customer has placed the order unless the cancellation is accepted by the Company in writing, in which case any prices quoted by the Company may be revised. In the event that the Customer cancels any work later than 14 days before the planned start date, then the Company may charge one half of the labour cost as an additional charge which may be invoiced immediately. In addition to the labour charge, a 25% restocking fee (minimum) may be chargeable, for any materials that have been purchased.

## **9. Errors**

The Company reserves the right to amend its quotations, prices, invoices and credit notes etc. to correct any errors of calculation, clerical or typographical errors.

## **10. Labour**

The Company will employ skilled supervisors, fitters, riggers and electricians in its employ or other known experienced personnel plus some local unskilled labour. The skilled personnel may not have CSCS accreditation but will in the main be personnel experienced in the inspection of and installation in the use of stage machinery in accordance with LOLER and other relevant regulations.

## **11. Safety**

The Company will comply with the Customer's and, if relevant, the main contractor's safety procedures and provide all necessary procedures to ensure that we comply with CDM regulations with regard to the execution of our works.

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## **12. Site Plant**

The Company will provide site hand tools as required including cutting, burning and welding equipment which will be used in accordance with Customer's and, if relevant, the main contractor's internal regulations and applicable site regulations particularly with regards to fire risk. Access, where required over and above the use of standing scaffold will be by the use of scaffold towers and powered platforms. These will be installed and operated in accordance with current legal and site requirements by properly trained and certified personnel. Save as expressly agreed in writing, no provision has been made for access equipment and this is the responsibility of the Customer.

## **13. Limitations on Company's Liability**

The Company will pass guarantees as extended by the manufacturer to the Customer. The Company will be liable for breach of its commitments under "Labour", "Safety" and "Site Plant" above but will not have any further liability. Technical information or performance is supplied in good faith but the onus falls fully on the Customer to determine that any goods are suitable for the application in question and will work with existing equipment unless otherwise agreed in writing.

## **14. Conflicts of Agreements**

In the event of any conflict between these standard terms and conditions and expressly agreed terms for any job, the expressly agreed terms shall prevail.

## **15. Jurisdiction**

The contract between the Company and the Customer shall be governed and construed under English law and the parties submit to the non-exclusive jurisdiction of the English Court.

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