



Terms of Business

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1. Orders

The placing of an order implies acceptance of CyberD(UK).com Ltd (The Trader) Terms of Business. All work should be accompanied by an official order and signed by an authorized person. Verbal instructions are accepted on the basis that the Trader will not be held responsible for any error arising thereof. The Trader shall be entitled to sub-contract any service he agrees to perform.

2. Acceptance

An order or an acceptance of a quotation must be accompanied by sufficient information to enable the Trader to proceed with the Order and any modifications must be agreed to in writing. Unless otherwise stated a quotation is open for acceptance for a period not exceeding thirty days from the date of supply. All communications relating to orders should specify the number and date of the original order together with description of the work.

3. Quotes

The Trader must have sight or the fullest details of the job to ensure an accurate quotation. Unless otherwise stated the customer can assume that the production will be within the Traders normal service. Subsequent variation to the specification contained within a brief can render the quotation void.

4. Prices

The Trader reserves the right to alter prices after the elapse of the terms of a fixed price quotation.

5. Overtime

Overtime rates may be incurred for work carried out after 6.00pm on weekdays and during weekends unless otherwise stated.

6. V.A.T.

The Trader is V.A.T registered. V.A.T. will be charged at the standard rate. The Trader's V.A.T. number is 731793325.

7. Preliminary Work

Work carried out, whether experimentally or otherwise, at the customer's request, will be charged.

8. Rush Fee

The Trader will endeavour to complete work to the customer's deadline but reserves the right to make a rush fee surcharge for any work required more quickly than the normal service.



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9. Dispatch

Goods are sent entirely at the risk of the customer. Dispatch other than electronic or by first class mail will be undertaken where specifically requested and charged accordingly.

10. Claims

Claims arising from damage, delay or partial loss of goods in transit must be made in writing to the Trader so as to reach him within three days of delivery and claims for non-delivery within seven days of dispatch of goods. All other claims must be made in writing to the Trader within seven days of delivery.

11. Liability

- A) The Trader shall not be liable for indirect loss or third party claims occasioned by delay in completing the work or for any loss to the customers arising from delay in transit.
- B) Where work is defective for any reason, including negligence, the Trader's liability (**if any**) shall be limited to the replacement cost of materials unless agreed in writing at the time of the order to accept higher liability.
- C) If any items sent to the Trader possess a high intrinsic value then the customer must arrange adequate insurance cover.
- D) The Trader cannot accept any claims for consequential loss however caused.

12. Customer Property

While every care and precaution against loss or damage to customer property entrusted to the Trader will be taken, liability for loss or damage shall be limited to the invoice value of the work relating to that particular article. Where this is considered insufficient written notice must be given so that insurance may be arranged on any one specific article the cost of which will be passed on to the customer.

13. Information Supplied By The Customer

- A) The Trader may refuse to carry out work from information supplied by the Customer which appears to be insufficient. Additional cost incurred if the information supplied is found to be insufficient during production may be charged.
- B) Where information is so supplied, responsibility for defective work will not be accepted by the Trader unless this is due to his failure to use reasonable skill and care.
- C) The Trader cannot accept claims arising from delay caused by insufficient information.



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14. Responsibilities Of The Customer

It is the responsibility of the customer to obtain approval of all elements of work carried by persons responsible for overall control of any project the Trader is so involved in unless agreed in writing at the time of the order, such approval must be passed on to the Trader in writing prior to dispatch of work for its final purposes. The Trader cannot accept claims arising from dispatch of works prior to receipt of written approval of work.

15. Production Of Work

All work carried out by the Trader shall meet current British Standards and all other recognized codes of practice, no discussion relating to this will be entered in to, should the customer wish to deviate from this the order will be terminated and all costs incurred to date be paid in full.

16. Reservation Of Title

Without prejudice to other remedies, the Trader shall in respect of all unpaid debts due from the customer retain title to the goods until such debts are paid. In the event of a customer being unable to pay his debts, the Trader may enter the customer's premises and recover the goods which are its property by virtue of this clause.

17. Force Majeure

Every effort will be made to carry out the contract but its due performance is subject to cancellation by the Trader or to such variation as he may find necessary as a result of any Act of God, war, strike, lockout or other trade dispute, fire, flood, draught, legislation or other cause beyond the Trader's control.

18. Law

This agreement is governed by the laws of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales.

19. Cancellations

An order may be cancelled after work has been commenced provided all costs incurred up to the time of cancellation are paid in full.



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20. Warranty Disclaimers and Liability Limitations of Software

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In addition, in no event does CYBERD(UK).COM LTD authorize you or anyone else to use CyberD(UK).com Ltd software in applications or systems where CyberD(UK).com Ltd software's failure to perform can reasonably be expected to result in a significant physical injury, or in loss of property, or in loss of life. Any such use is entirely at your own risk, and you agree to hold CYBERD(UK).COM LTD harmless from any and all claims or losses relating to such unauthorized use.



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21. Terms Of Payment

A) Where no other terms have been specified the Trader's terms of payment regarding established credit accounts are net cash payable in full within seven days of date of invoice. In the case of new business the terms are strictly subject to a 30% deposit with order until a credit account has been established. This will only be done following receipt of two satisfactory trade references and a bank reference, and on the understanding the minimum invoice value must exceed £100.00.

B) For customers who require a number of small orders each month, a monthly account can be opened upon satisfactory references (as above) on the understanding that the invoice total exceeds £50.00 per month.

22. THE TRADER RESERVES THE RIGHT TO ADD TWO AND ONE HALF PER CENT PER MONTH TO OVERDUE ACCOUNTS.

IMPORTANT POINTS TO REMEMBER

- **Prices in pounds sterling**
- **Hours of Business - Mondays to Fridays 9am till 5pm.**
- **Please specify your precise requirements and we will provide a quotation.**