



SQUARE EDGE
ARCHITECTURAL VISUALISATION

Definitions:

The Client : The company or individual requesting the services of Square Edge Ltd.
Square Edge Ltd: Primary designers & employees or affiliates.

General Terms:

1. All prices exclude VAT at 20% unless otherwise stated
2. Quotes are valid for 14 days unless otherwise specified
3. It is the customers responsibility to ensure that any design work is lawful, does not infringe any copyright or any other laws. Square Edge Ltd cannot take responsibility for any copyright infringements caused by materials submitted by the client.
4. The acceptance of a commission quote either verbally or in writing shall be deemed as a contractual agreement between the client and Square Edge Ltd
5. At project acceptance Square Edge Ltd can provide an estimated completion date, however we cannot guarantee this date as a final completion date. Square Edge Ltd will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines
6. Once a commission has commenced it will be completed using the information, data, text and images provided at project commencement or during the design phase. Once the design process has been completed the project will be presented to the client who may make any changes to design and content he wishes
7. Square Edge Ltd reserve the right to alter our prices at any time without prior notice. If a quote at an original price has been made it will be valid for 14 days and subsequently during the life of the current commission, however additional work may be charged for using the new pricing structure.
8. Any additions to the brief will be carried out at the discretion of Square Edge Ltd and where no charge is made by Square Edge Ltd for such additions, Square Edge Ltd accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions
9. When a quote has been accepted and a project approved by the client the invoice must be paid within 30 days regardless of the amount of content that the client still has to provide to Square Edge Ltd



020 3815 6268



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- 10.** Content or features listed in the original quote but not provided during the development phase by the client will be added at any time in the future, however invoices must be paid in full including sections which the client still has to provide content for.
- 11.** All material, such as drawings, text & images, supplied by the client and used in the construction of any CGI, will remain the client's property. All such material will be assumed to be the property of the client and free to use without fear of breach of copyright laws
- 12.** The copyright for all material provided by Square Edge Ltd, such as graphics, photographs, video, animation and text, will remain the property of Square Edge Ltd until such time as payment has been made in full whereupon they will become the property of the client. No alteration may be made to the final deliverable unless prior agreed in writing with Square Edge Ltd
- 13.** Square Edge Ltd produce web projects where every effort is made to display the pages acceptably on most popular browsers currently available, however we cannot accept responsibility for pages which don't display properly on versions of browsers released after the project is completed.
- 14.** The client is ultimately responsible for checking the correctness of any work before they give Square Edge Ltd the go ahead to make it publicly available or to go to print etc.
- 15.** It is the customer's responsibility to ensure any text submitted to Square Edge Ltd for use in a project has correct spelling and grammar. Any changes as a result of such mistakes will be charged Square Edge Ltd standard rate and as a consequence may alter the delivery date
- 16.** When a client agrees that a finished product can be made publicly available they are agreeing that the design and development of the project has satisfied all their requirements
- 17.** All 3d models, cgi applications, scripts (programming and animation), motion capture data or software (unless specifically agreed) created by Square Edge Ltd remain the copyright of Square Edge Ltd and may only be commercially reproduced, distributed or resold with the permission of Square Edge Ltd
- 18.** Any raw video footage, photos, texture images or development work remain the property of Square Edge Ltd and not be passed to the client unless otherwise specified in writing. All project data will be kept for not less than 12 months from contract date.
- 19.** Any photomontage or CGI used for planning purposes will not be backed up with a methodology. All CGIs created by Square Edge are for marketing & illustrative purposes only.



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- 20.** We have the right to charge the client for the cost of work done to date if no feedback is received within 21 days of receipt of draft images or work of progress.
- 21.** We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material
- 22.** The client agrees to make available as soon as is reasonably possible to Square Edge Ltd all materials required to complete the project to the agreed standard and within the set timeframe
- 23.** Square Edge Ltd will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents
- 24.** Once a project has been completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e If the client decides they no longer want the CGIs they have commissioned. The client will still obliged to pay for the work that has been done. Non payment will result in legal action being taken if necessary.
- 25.** Unless otherwise mentioned in writing, we reserve the right to use any work created in our marketing media.
- 26.** Should a client wish to cancel a pre agreed contract, then a minimum of 25% of the total cost of the quote becomes payable. If significant amounts of work have been done then the amount charged will be dependant on how much of work has been done up to the time of cancellation.
- 27.** The due performance of an onsite contract is subject to alteration or cancellation by Square Edge Ltd owing to any cause beyond their control
- 28.** Any contract made between Square Edge Ltd and the client shall in all respects be governed by and construed in accordance with English Law and the parties hereto submit to jurisdiction to the English courts.
- 29.** You also agree not to adapt, alter or create a derivative work from any Square Edge Ltd content.
- 30.** The failure or delay of Square Edge Ltd to exercise or enforce any right in these terms does not waive Square Edge Ltd right to enforce that right.



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Payment:

31. By agreeing to these terms and conditions your statutory rights are not affected
32. Our payment terms are strictly 30 days, payment must be made by direct bank transfer, cheque or cash and delivered to our premises of Square Edge Ltd, Suite 4, Galley House, Moon Lane, Barnet, Hertfordshire, EN5 5YL, unless otherwise agreed
33. Any payment returned by the bank will incur a £35 administration charge. This will be invoiced and will be added to the total outstanding debt owed by the customer
34. The Client will be liable to pay any additional expenses incurred by Square Edge Ltd not already included within the contract price
35. Late payments will be charged interest at our rate of 10% per week

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