

LAST UPDATED 2024

TERMS & CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS OF SERVICE APPLY TO ALL PRODUCTS AND SERVICES PROVIDED BY AP DESIGN SOLUTIONS.

BY ENGAGING OUR SERVICES, ALL WORK CARRIED OUT IS ON THE UNDERSTANDING THAT THE CLIENT HAS AGREED TO THE FOLLOWING TERMS AND CONDITIONS.

PAYMENTS, QUOTES AND PRICING:

PRICING:

ALL OUR PRICES EXCLUDE VAT AND CARRIAGE WHERE APPLICABLE. PRICES FOR CARRIAGE ARE ON APPLICATION SO ARE SUBJECT TO DESTINATION, QUANTITY, WEIGHT DIMENSIONS AND ALSO PRODUCT TYPE ORDERED AND NOT INCLUDED UNLESS SPECIFIED.

WE HAVE A MINIMUM ORDER VALUE OF £30.00 + VAT (EXCLUDING CARRIAGE).

INVOICE & QUOTATION PAYMENT TERMS:

PRO-FORMA OR 50% DEPOSIT IS REQUIRED FOR ALL ORDERS, WITH CLEARED FUNDS REQUIRED BEFORE WORK CAN COMMENCE AND THE JOB IS BOOKED IN TO THE WORK SCHEDULE. TITLE OF GOODS DOES NOT PASS UNTIL FULL PAYMENT IS RECEIVED.

NON-ACCOUNT - PROFORMA REQUIRED BEFORE WORK COMMENCES

ACCOUNT - DEPOSIT ON REQUEST WITH BALANCE PAID IN FULL ON DAY OF SCHEDULED DELIVERY, INSTALL OR UPON COMPLETION.

IN ACCORDANCE WITH THE LATE PAYMENT OF COMMERCIAL DEBTS (INTEREST) ACT 1998, WE RESERVE THE RIGHT TO CLAIM STATUTORY INTEREST AT 8% OVER BASE RATE ON AN OVERDUE ACCOUNT AT THE DATE THE DEBT BECOMES OVERDUE AND IF SETTLEMENT IS NOT WITHIN OUR AGREED ACCOUNT TERMS.

RETURNED CHEQUES WILL INCUR AN ADDITIONAL FEE OF 35.00 (GBP) PER RETURNED CHEQUE AND PLACE AN ACCOUNT IN DEFAULT.

ISSUES:

AP DESIGN SOLUTIONS MUST BE ADVISED IN WRITING OF ANY DISPUTES OR DISCREPANCIES WITHIN 10 DAYS OF RECEIPT OF GOODS / JOB COMPLETION. ANY DISCREPANCIES NOT NOTIFIED TO US WITHIN THIS TIME, WHETHER POTENTIAL FAULT TO US OR THE CLIENT'S, MAY RESULT IN THE CLIENT INCURRING ADDITIONAL COSTS TO RECTIFY THE PROBLEM. FULL PAYMENT OF ANY ACCOUNTS STILL REQUIRED.

DESIGN & PROOFING:

INDEMNITY:

AP DESIGN SOLUTIONS SUPPLIES AND OFFERS GOODS IN ACCORDANCE WITH THEIR CLIENT'S OWN DESIGNS OR SPECIFICATIONS, THEN THE CLIENT SHALL FULLY INDEMNIFY AP DESIGN SOLUTIONS AGAINST ALL CLAIMS, ACTIONS, PENALTIES, COSTS AND EXPENSES TO WHICH AP DESIGN SOLUTIONS MAY BECOME LIABLE INVOLVING INFRINGEMENT OF A PATENT, REGISTERED DESIGN, TRADE MARK OR TRADE NAME.

CHARGES FOR SERVICES & ACCEPTANCE:

CHARGES FOR ALL SERVICES WILL BE SET OUT BY QUOTATION THAT IS PROVIDED TO THE CLIENT. AT THE TIME OF THE CLIENT'S CONFIRMED ACCEPTANCE OF THIS QUOTATION (VERBAL OR OTHER CONSENT IS ALSO ACCEPTABLE), AP DESIGN SOLUTIONS WILL HAVE ACCEPTANCE OF THE TERMS & CONDITIONS. PROFORMA OR IF ON ACCOUNT A 50% DEPOSIT INCLUSIVE OF VAT WILL BECOME IMMEDIATELY DUE. WORK ON THE PROJECT WILL NOT COMMENCE UNTIL AP DESIGN SOLUTIONS HAS RECEIVED THE REQUESTED PAYMENT AMOUNT. THIS WILL ALSO BE REQUIRED FOR CHARGES FOR ANY ADDITIONAL SERVICES OVER AND ABOVE THE ESTIMATED DESIGN AT THE TIME OF ESTIMATE OR QUOTATION ACCEPTANCE. THIS APPLIES TO ALL CLIENTS UNLESS AN AGREED CREDIT AGREEMENT IS IN PLACE.

ALTERATION TO DESIGNS:

AS STANDARD WE OFFER A SET NUMBER OF CHANGES AND DESIGN TIME ALLOCATED TO EACH JOB. THE CLIENT AGREES THAT CHANGES REQUESTED OVER AND ABOVE THE ESTIMATED TIME OR QUOTED WORK TIME, OR THEY HAVE REQUESTED EXTRA TO BE CARRIED OUT AFTER ACCEPTANCE OF THE DRAFT DESIGN MAY BE LIABLE TO A SEPARATE CHARGE. THE CLIENT ALSO AGREES THAT AP DESIGN SOLUTIONS HOLDS NO RESPONSIBILITY FOR ANY AMENDMENTS MADE BY ANY THIRD PARTY, BEFORE OR AFTER A DESIGN IS PUBLISHED.

IT IS THE RESPONSIBILITY OF THE CLIENT TO CHECK PROOFS CAREFULLY FOR ACCURACY IN ALL RESPECTS, RANGING FROM SPELLING TO TECHNICAL ILLUSTRATIONS AS THINGS CAN STILL BE MISSED. AP DESIGN SOLUTIONS IS NOT LIABLE FOR ANY ERRORS OR OMISSIONS. YOUR SIGNATURE (OR CONFIRMED APPROVAL BY EMAIL, TEXT ETC) OR THAT OF YOUR AUTHORIZED REPRESENTATIVE IS REQUIRED ON ALL ARTWORK PRIOR TO RELEASE FOR PRINTING OR OTHER IMPLEMENTATION.



PLEASE REVIEW YOUR PROOF, CHECK, SIGN AND E-MAIL CONFIRMATION BACK AS SOON AS POSSIBLE. ON RECEIPT OF CONFIRMATION, WE WILL PASS ONTO PRODUCTION AND LOOK TO CONFIRM AN INSTALLATION / DELIVERY DATE. PLEASE BE AWARE THAT UNTIL A SIGNED CONFIRMATION IS RECEIVED, WE CANNOT PUT ANY ORDER THROUGH TO PRODUCTION AND THEREFORE THE DATE IS PROVISIONAL AND SUBJECT TO WORKLOAD. IF CHANGES ARE REQUIRED, PLEASE ADDRESS AND CONFIRM WITH US AS SOON AS POSSIBLE. A FURTHER DRAWING WILL THEN BE ISSUED FOR REVIEW AND APPROVAL SIGN OFF. IT IS POSSIBLE THOUGH THAT DURING THIS APPROVAL TIME THE DELIVERY DATE MAY CHANGE, THEREFORE PLEASE WAIT FOR THE FINAL DELIVERY DATE AT OUR TIME OF CONFIRMATION.

VEHICLE PROOFING:

WE REQUEST THE CLIENT MUST ENSURE THAT GOOD PHOTOGRAPHS OF THE VEHICLE HAVE BEEN SUPPLIED AND THAT ANY DESIGNS CARRIED OUT HAVE BEEN APPLIED TO THE CORRECT MODEL (ESPECIALLY WHEELBASE) ANY CHANGES MADE ON THE DAY WILL INCUR ADDITIONAL CHARGES AND MAY AFFECT THE COMPLETION TIME OF THE JOB.

DIGITAL PRINTS:

SHOULD YOUR ORDER INCLUDE DIGITALLY PRINTED DETAIL CAN YOU PLEASE PROVIDE CMYK, PANTONE® OR RAL COLOUR REFERENCES FOR US TO REFER TO WHEN SETTING UP. IF THIS INFORMATION CANNOT BE PROVIDED UNFORTUNATELY, WE WILL NOT HAVE ANYTHING TO CHECK AGAINST AS ALL DIGITAL PRINTERS ARE SET DIFFERENTLY.

VEHICLES:

ONCE YOUR VEHICLE DESIGN HAS BEEN SIGNED OFF AND APPROVED FOR PRODUCTION YOU WILL RECEIVE A CONFIRMATION OF BOOKING DATES. PLEASE CONFIRM WHICH IS SUITABLE AND WE WILL BOOK THIS DATE. PLEASE CAN WE REQUEST 48HOURS MINIMUM NOTICE BEFORE CANCELLATION OR DATE CHANGE OR A CANCELLATION FEE MAY OCCUR (PLEASE SEE CANCELLATION SECTION). WE DO TRY TO ESTIMATE THE LENGTH AND TIMINGS OF JOBS, BUT ON OCCASION JOBS MAY TAKE LONGER. ANY VEHICLES BOOKED FOR WRAPPING OR PARTIAL WRAPPING NEED TO BE DROPPED OFF THE DAY BEFORE APPLICATION.

CAN WE ALSO REQUEST THAT THE VEHICLE IS CLEANED PRIOR TO ARRIVAL (SOAP SPONGE WASH OFF WITH HOSE IS FINE) WE UNDERSTAND THAT THE VEHICLE MAY BE SUBJECT TO ROAD SPRAY DURING BAD WEATHER AFTER CLEANING, BUT IF THE VEHICLE ARRIVES UNCLEAN AND NOT SUITABLE FOR WORK TO COMMENCE, THIS WILL INCUR A <u>E20</u> Cleaning charge and may affect the installation time. This may mean the vehicle is not finished on time or additional costs are Applied.

AP DESIGN SOLUTIONS CANNOT ACCEPT RESPONSIBILITY FOR THE QUALITY OF PAINT WORK ON VEHICLES OR THIRD PARTY FINISHED SUBSTRATES, INCLUDING BUT NOT LIMITED TO WALLS, FLOORS AND CEILINGS. PLEASE NOTE: THE APPLICATION PROCESS CAN REMOVE UNSOUND PAINT FROM A VEHICLE AND THIS IS OUT OF OUR CONTROL. WE WOULD RECOMMEND LEAVING ANY THIRD-PARTY FINISH PAINT WORK FOR A MINIMUM OF 14 DAYS PRIOR TO OUR VINYL APPLICATION.

ALL OUR VINYL BRANDS ARE STABLE, TESTED AND ARE DESIGNED TO BE HIGH BOND FOR DURABILITY. THEY ARE ALL FULLY REMOVABLE USING THE CORRECT METHOD SUBJECT TO THE QUALITY OF THE BASE PAINT WORK.

WE CANNOT TAKE ANY RESPONSIBILITY FOR VEHICLES LEFT WITH US AND CANNOT TAKE RESPONSIBILITY FOR ANY ITEMS LEFT INSIDE THE VEHICLE. WHERE POSSIBLE WE WILL KEEP VEHICLES INSIDE BUT EITHER WAY THE CLIENT WILL NEED TO ENSURE THAT THEIR INSURANCE IS SUFFICIENT TO COVER THIS. FOR PRIVACY AND SECURITY REASONS, WE ASK THAT DASHCAMS AND RECORDING DEVICES ARE DISCONNECTED WHILE AT OUR PREMISES. IT IS CUSTOMERS RESPONSIBILITY TO CHECK THESE ARE FULLY OPERATIONAL ONCE THE VEHICLE IS COLLECTED.

CANCELLATIONS:

DUE TO THE SIGNIFICANT TIME SET ASIDE TO COMPLETE YOUR JOB INCLUDING SIGNWRITING, WRAP OR PARTIALLY WRAP A VEHICLE – ANY CANCELLATIONS MADE WITH 48HOURS OR LESS OF THE SCHEDULED DATE WILL INCUR A CANCELLATION FEE OF £200 FOR SIGNWRITING OR PARTIAL WRAP, £400 FOR A FULL WRAP OR £600 FOR A FULL WRAP ON A LARGER VEHICLE ALL PLUS VAT

YOU HAVE A RIGHT TO CANCEL YOUR ORDER AT ANY TIME. IN THE EVENT OF CANCELLATION, YOU WILL BE REFUNDED 100% OF YOUR MONIES PAID MINUS THE COST OF THE WORK ALREADY CARRIED OUT BY AP DESIGN SOLUTIONS AND ANY THIRD PARTY SO FAR. THIS WILL BE BASED ON OUR HOURLY RATE AND ANY ADDITIONAL COSTS INCURRED. IF NO WORK WAS STARTED, YOU WILL NOT BE CHARGED. IF ALL WORK WAS COMPLETED, YOU WILL NOT BE ENTITLED TO A REFUND AND MAY NOT RECEIVE ANY GOODS.

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ALL DESIGNS REMAIN THE PROPERTY OF AP DESIGN SOLUTIONS, UNLESS AGREED IN WRITING. FULL COPYRIGHT TO ANY CHOSEN DESIGN CONCEPT PRESENTED BECOME THE PROPERTY OF THE CLIENT ONCE FULL PAYMENT HAS BEEN RECEIVED, HOWEVER WE RETAIN THE RIGHT TO DISPLAY THE ITEM/S IN ANY ONLINE OR OFFLINE PORTFOLIOS, AND FOR THE PURPOSE OF MARKETING OR ADVERTISING OUR SERVICES. FOR ANY QUESTIONS, PLEASE CONTACT <u>Apdesignsolutions@hotmail.co.uk</u> OR Alternatively Call **07552494541**.



INSTALLATION & RESPONSIBILITIES:

A QUOTATION FOR THE PRICE OF THE INSTALLATION SHALL BE PROVIDED FOLLOWING A SURVEY OF THE PROPERTY, WHERE NECESSARY. Our quotation will provide a reasonable estimate of the price but may not be the final price for the completed final installation. As stated our quotation shall be valid for 30 days from the date of issue. The quotation assumes that the property is suitable for the installation requested and that all necessary facilities are available including suitable van access and parking. Any parking fees incurred in order to complete the installation will be passed on.

OUR RESPONSIBILITY:

WE SHALL CARRY OUT THE INSTALLATION IN ACCORDANCE WITH THE CONTRACT AND ANY SPECIFICATIONS WHICH HAVE BEEN AGREED IN WRITING BETWEEN YOU AND US AND WE SHALL EXERCISE REASONABLE CARE AND SKILL IN CARRYING OUT THE INSTALLATION.

WE WILL :

- LEAVE ANY PLASTERWORK AND/OR BRICKWORK DISTURBED DURING THE COURSE OF THE INSTALLATION IN A SAFE, WEATHER-TIGHT AND SECURE CONDITION WHERE POSSIBLE. WE WILL ADVISE IF THIS NEEDS ANY RECTIFICATION WORKS BEYOND OUR CONTROL.
- TAKE REASONABLE CARE TO AVOID DIRTYING OR CAUSING UNNECESSARY DISTURBANCE TO THE PROPERTY AND SHALL LEAVE THE AREA IN A CLEAN, TIDY AND SAFE CONDITION;
- REMOVE AND DISPOSE OF ANY SIGNS OR MATERIALS BELONGING TO YOU WHICH ARE TO BE REPLACED (EXCEPT ANY EQUIPMENT OR MATERIALS CONTAINING ASBESTOS). IF WE DO DISPOSE OF ANY OF YOUR OLD MATERIALS, WE WILL NOT BE LIABLE TO PAY YOU FOR THEM.

ALTHOUGH WE EXERCISE UTMOST CARE DURING OUR FITTING AND INSTALLATION PROCESS, IT IS IMPORTANT TO NOTE THAT WE CANNOT ACCEPT RESPONSIBILITY FOR THE QUALITY OF EXISTING PAINTWORK/BRICKWORK/RENDER OR OTHER BUILDING FABRIC.

DELIVERY:

WE SHALL CONTACT YOU DIRECTLY TO DISCUSS AND AGREE A DATE FOR INSTALLATION. IF WE ARE UNABLE TO CARRY OUT THE INSTALLATION ON THIS DATE, WE WILL CONTACT YOU TO AGREE AN ALTERNATIVE DATE. TIME OF DELIVERY SHALL NOT BE A CONDITION OF THE CONTRACT. WE WILL NOT BE LIABLE FOR ANY COSTS OR LOSS OF INCOME THAT YOU MAY INCUR AS A RESULT OF ANY CHANGE OF DATE.

MATERIALS IF REQUIRED MAY BE DELIVERED DIRECTLY TO YOUR LOCATION AS PART OF THE INSTALLATION. THIS MAYBE ON THE DAY OF, OR PRIOR TO THE Installation and/or kept at your property during the installation. We will notify the customer and you must make the necessary arrangements to accept delivery of such equipment and take reasonable and proper care of any equipment and materials delivered to or kept at your premises.

CUSTOMERS RESPONSIBILITY:

IT IS YOUR RESPONSIBILITY UNLESS OTHERWISE AGREED IN WRITING TO:

- OBTAIN ALL PERMISSIONS AND CONSENTS (INCLUDING, WITHOUT LIMITATION, PLANNING PERMISSION, BUILDING CONSENT, CONSENT FROM LANDLORDS, LOCAL AUTHORITIES, NEIGHBOURS AND/OR MORTGAGEES) WHICH ARE REQUIRED BEFORE WE CAN CARRY OUT THE INSTALLATION.
- ENSURE THAT ANY PAINTED WALLS ARE FULLY DRY AND PAINTWORK HAS BEEN LEFT FOR APPROX. 2 WEEKS TO DRY FULLY ANY PAINT LIFTING DURING THE APPLICATION PROCESS IS USUALLY DUE TO THE QUALITY OF THE ADHESION BETWEEN THE WALL AND THE PAINT. WE CANNOT BE HELD ACCOUNTABLE FOR INSUFFICIENT PREP AND FINISHING OF THE SUBSTRATE BEFORE OUR ARRIVAL.
- REGULARLY INSPECT YOUR SIGNS TO ENSURE THE INTEGRITY OF THE INSTALLATION HAS NOT BEEN COMPROMISED AT REGULAR INTERVALS (ESPECIALLY AFTER HIGH WINDS AND PERIODS OF BAD WEATHER)

INSTALLATION PRICING:

THE PRICE OF THE INSTALLATION INCLUDES THE COST OF EQUIPMENT, PARTS, LABOUR, DELIVERY AND ANY OTHER ADDITIONAL COSTS SPECIFIED AT THE TIME OF ORDER AND IS SUBJECT TO VAT. THIS ALSO WILL INCLUDE THE COST OF REMOVING AND DISPOSING OF ANY REDUNDANT MATERIALS REMOVED FROM THE PROPERTY DURING THE INSTALLATION AS STATED AT TIME OF BOOKING / QUOTATION.



THE PRICE DOES NOT INCLUDE THE COST OF MAKING GOOD ANY DISTURBANCES, ALTERATIONS OR DAMAGE OR ANY REDECORATION REQUIRED TO THE PROPERTY BEFORE OR FOLLOWING COMPLETION OF THE INSTALLATION.

IF ADDITIONAL WORK IS NECESSARY DURING THE INSTALLATION WHICH COULD NOT HAVE BEEN REASONABLY IDENTIFIED AT THE TIME THE SURVEY WAS CARRIED OUT, WE WILL PROVIDE YOU WITH A QUOTATION FOR THIS ADDITIONAL WORK IF THIS IS SOMETHING WE CAN UNDERTAKE. IF NOT WE HAVE CONTACTS IN THE INDUSTRY THAT WE CAN RECOMMEND. IF YOU REQUEST US TO PROCEED WITH THE ADDITIONAL QUOTATION THE COST OF THE ADDITIONAL EQUIPMENT AND/OR WORK SHALL BE DUE FROM YOU UNDER THE CONTRACT. IF YOU DO NOT REQUEST US TO PROCEED WITH THE ADDITIONAL QUOTATION, WE WILL USE REASONABLE ENDERVOURS TO CONCLUDE THE ORIGINAL QUOTATION BUT WE WILL NOT BE LIABLE FOR ANY DIMINISHED PERFORMANCE OR FUNCTIONALITY OF THE INSTALLATION.

LIABILITY, PRIVACY POLICY & FORCE MAJEURE:

LIABILITY

THE SOLE LIABILITY OF AP DESIGN SOLUTIONS IN RESPECT OF ANY DEFECT IN, OR FAILURE OF ANY GOODS OR SERVICES SUPPLIED OR FOR ANY SHORTAGE IN THE QUANTITY OF GOODS DELIVERED OR FOR ANY LOSS, INJURY ATTRIBUTABLE DIRECTLY OR INDIRECTLY THERETO (OTHER THAN IN RESPECT OF DEATH OR PERSONAL INJURY) IS LIMITED TO IJ MAKING GOOD BY REPLACEMENT OR II) REPAIRING DEFECTS OR FAILURES WHICH UNDER PROPER USE APPEAR THEREIN. BJ WITHOUT PREJUDICE TO THE FOREGOING, WE SHALL IN NO CIRCUMSTANCES BE LIABLE – IJ FOR ANY INDIRECT OR CONSEQUENTIAL LOSS (INCLUDING WITHOUT LIMITATION LOSS OF PRODUCTION, LOSS OF PROFIT OR LIABILITY TO THIRD PARTIES) SUFFERED OR INCURRED BY THE CUSTOMER. IIJ FOR ANY LOSS OR DAMAGE IN EXCESS OF THE CONTRACT PRICE FOR THE GOODS OR PART THEREOF IN RESPECT OF WHICH A CLAIM IS MADE. WE SHALL NOT BE LIABLE FOR ANY LOSS TO THE CUSTOMER ARISING FROM DELAY IN TRANSIT OF THEIR GOODS.

PLEASE NOTE LIABILITY SHOWN ABOVE FOR VEHICLE AND SUBSTRATES.

PRIVACY:

AP DESIGN SOLUTIONS ARE COMMITTED TO PROTECTING YOUR PRIVACY. WE WILL ONLY USE THE INFORMATION THAT WE COLLECT ABOUT YOU LAWFULLY (IN ACCORDANCE WITH THE DATA PROTECTION ACT 1998). WE COLLECT INFORMATION ABOUT YOU FOR 2 REASONS: FIRSTLY, TO PROCESS YOUR ORDER AND SECOND, TO PROVIDE YOU WITH THE BEST POSSIBLE SERVICE. THE TYPE OF INFORMATION WE WILL COLLECT ABOUT YOU INCLUDES: YOUR NAME, ADDRESS, PHONE NUMBER/S, AND E-MAIL ADDRESS. THE INFORMATION WE HOLD WILL BE ACCURATE AND UP TO DATE. YOU CAN CHECK THE INFORMATION THAT WE HOLD ABOUT YOU BY EMAILING US. NO INFORMATION WILL BE PASSED ON TO ANY THIRD PARTY. OUR FULL PRIVACY POLICY IS AVAILABLE ON REQUEST.

FORCE MAJEURE:

AP DESIGN SOLUTIONS SHALL NOT IN ANY WAY BE LIABLE TO THE CLIENT IN RESPECT OF ANY LOSS ARISING IN THE EVENT OF DELIVERY OF THE GOODS BEING PREVENTED, HINDERED OR DELAYED AS A RESULT OF ANY CIRCUMSTANCES OUTSIDE OUR CONTROL. THIS INCLUDING (BUT WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING), ACT OF GOD, ACCIDENTS, STRIKES, LOCK-OUTS, TRADE DISPUTES, ACTS OF RESTRAINTS OF GOVERNMENT OR IMPOSITION OF RESTRICTIONS ON EXPORT.