# Standard Terms and Conditions for Bespoke Design & Manufacturing and Installation

These Terms and Conditions ("Terms") govern the provision of bespoke design and manufacturing services by Global Platforms Northern Limited ("we," "us," or "our") to you, the client ("you" or "your"). By engaging our services, you agree to be bound by these Terms.

**1. Introduction**
These Terms set out the rights and obligations of both parties in relation to the bespoke design, manufacturing, and installation of **access systems**. Please read them carefully before placing an order.

**2. Definitions**

- **"Bespoke Product(s)"**: Refers to any **access system** specifically designed, customised, or manufactured by us according to your unique specifications, designs, or requirements.
- **"Order"**: Your request for Bespoke Products, whether placed in writing, electronically, or verbally, and confirmed by us.
- **"Contract"**: The legally binding agreement between you and us for the supply of Bespoke Products, comprising these Terms, the accepted Order, and any agreed-upon specifications.
- **"Design Phase"**: The period during which we develop concepts, drawings, 3D models, or prototypes based on your input.
- **"Manufacturing Phase"**: The period during which the Bespoke Product is physically produced.
- **"Deposit"**: An initial payment required to commence the Design Phase or Manufacturing Phase.

**3. Orders and Acceptance**

3.1. All Orders are subject to our acceptance. We reserve the right to decline any Order without providing a reason.

3.2. A Contract is formed only when we provide written confirmation of acceptance of your Order, typically via an email or formal proposal, and upon receipt of any required Deposit.

3.3. Any variations to the Order must be agreed upon in writing by both parties. Such variations may impact the price and delivery timeline.

**4. Design Process**

4.1. **Client Input:** You are responsible for providing clear, accurate, and complete information, specifications, and any necessary materials (e.g., measurements, reference images) required for the Design Phase. Delays caused by incomplete or late provision of information may extend project timelines.

4.2. **Design Approval:** We will present designs (e.g., sketches, CAD drawings, prototypes) for your review and approval. You must review these designs thoroughly and communicate any requested changes promptly.

4.3. **Revisions:** A specified number of revisions are typically included in our quotations. Additional revisions beyond this scope may incur extra charges, which will be communicated to you prior to commencement.

4.4. **Final Design Approval:** Your written approval of the final design signifies your acceptance that the design meets your requirements and authorises us to proceed to the Manufacturing Phase. Once approved, further design changes may incur significant additional costs and delays.

**5. Manufacturing Process**

5.1. **Production Commencement:** Manufacturing will commence only after final design approval and receipt of any outstanding Manufacturing Phase deposits.

5.2. **Materials:** While we strive to source materials identical to those discussed or specified, availability may vary. In such cases, we will propose suitable alternatives for your written approval.

5.3. **Quality:** We will manufacture the Bespoke Product with reasonable care and skill, using appropriate materials and manufacturing processes to meet the agreed-upon specifications. 5.4.

**Variations:** Due to the bespoke nature of our **access systems**, minor variations in colour, texture, finish, or dimensions may occur. These are inherent in custom manufacturing and do not constitute a defect unless they deviate significantly from the approved design or agreed specifications.

**6. Payment Terms**

6.1. **Pricing:** All prices quoted are valid for 30 days from the date of quotation.

6.2. **Deposit:** Where required, a non-refundable Deposit may be required to initiate the Design Phase. A further Deposit may be required before the Manufacturing Phase commences, with the remaining balance due upon completion or prior to dispatch/installation, as per the agreed payment schedule.

6.3. **Invoicing:** Invoices will be issued in accordance with the agreed payment schedule.

6.4. **Late Payments:** We reserve the right to charge interest on overdue payments at a rate of 35% per annum above the Bank of England base rate, calculated daily, and to suspend work or withhold delivery of the Bespoke Product until all outstanding payments are received.

6.5. **Title:** Title to the Bespoke Product remains with us until full payment has been received.

**7. Delivery and Installation**

7.1. **Delivery Times:** Estimated delivery and installation times are provided as a guide only and are not guaranteed. We will make reasonable efforts to meet these estimates but are not liable for delays caused by circumstances beyond our reasonable control.

7.2. **Access and Site Preparation:** You are responsible for ensuring clear, safe access to the delivery and installation site and that the site is adequately prepared for the Bespoke Product. Any additional costs incurred due to inadequate access or site preparation will be your responsibility.

7.3. **Risk:** The risk of damage to or loss of the Bespoke Product passes to you upon delivery or, if applicable, completion of installation.

7.4. **Inspection upon Delivery:** You must inspect the Bespoke Product immediately upon delivery or completion of installation and notify us in writing of any defects, damage, or discrepancies within [e.g., 48 hours]. Failure to do so may affect your rights.

**8. Customer Responsibilities**

8.1. You warrant that all information and specifications provided to us are accurate, complete, and do not infringe upon the intellectual property rights of any third party.

8.2. You are responsible for ensuring that the Bespoke Product is suitable for your intended purpose and that you have obtained any necessary consents, permits, or approvals for its use or installation.

8.3. You agree to cooperate fully with us throughout the design and manufacturing process, providing timely feedback and approvals.

**9. Intellectual Property**

9.1. All intellectual property rights (including copyright, design rights, and trade marks) in any designs, drawings, specifications, prototypes, or other materials created by us during the provision of our services shall remain our property.

9.2. Upon full payment for the Bespoke Product, we grant you a non-exclusive, perpetual licence to use the intellectual property rights embodied in the final Bespoke Product for your own personal or business use, as per the agreed purpose. This licence does not permit reproduction or commercialisation of the design without our express written consent.

9.3. You warrant that any materials or designs provided by you to us do not infringe the intellectual property rights of any third party. You agree to indemnify us against any claims, losses, or expenses arising from any such infringement.

**10. Warranties and Guarantees**

10.1. We warrant that the Bespoke Product will, for a period of 12 months from the date of delivery/installation, be free from material defects in design (where we are responsible for the design), materials, and workmanship, and will conform in all material respects with the agreed specifications.

10.2. This warranty does not cover: a) Normal wear and tear. b) Damage caused by improper use, maintenance, or storage. c) Alterations or repairs made by third parties without our prior written consent. d) Damage resulting from accidents, neglect, or acts of God. e) Defects or issues arising from specifications or materials provided by you.

10.3. If a defect covered by this warranty arises, you must notify us in writing immediately. Our sole obligation under this warranty will be, at our option, to repair or replace the defective Bespoke Product or part thereof, or to refund the price of the defective product.

**11. Limitation of Liability**

11.1. Nothing in these Terms shall limit or exclude our liability for: a) Death or personal injury caused by our negligence. b) Fraud or fraudulent misrepresentation. c) Any matter for which it would be unlawful to exclude or restrict liability.
11.2. Subject to Clause 11.1, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total price paid by you for the Bespoke Product(s) to which the claim relates.

11.3. We shall not be liable for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of business, or loss of goodwill, howsoever arising.

**12. Cancellation Policy**

Due to the unique and custom nature of our bespoke design projects, the following cancellation charges apply to orders once they have been placed and work has commenced. These charges reflect the resources, time, and design efforts invested at various stages of the project.

12.1. **Cancellation Dauring Design Phase:**
a) (Bespoke Design and Manufacture Projects) If a cancellation request is received after the official design drawings have been submitted to the client for review, a cancellation charge of 50% of the total order value will apply. This charge covers the significant design and conceptualization work undertaken to reach this stage.

b) (Bespoke Design Only) If a cancellation request is received after the official design drawings have been submitted to the client for review, the Order cannot be cancelled, and all payments made are non-refundable. You will be liable for the full agreed-upon price of the Bespoke Product. This charge covers the significant design and conceptualization work undertaken to reach this stage.

12.2. **Cancellation during Manufacturing Phase (After Final Design Approval):**

a) Once you have given final design approval and manufacturing has commenced (or materials have been ordered specifically for your project), the Order cannot be cancelled, and all payments made are non-refundable. You will be liable for the full agreed-upon price of the Bespoke Product.

b) This is because Bespoke Products are unique to your specifications and cannot be resold or repurposed.

**Important Notes**

- All cancellation requests must be submitted in writing.
- The date of receipt of the written cancellation will determine the applicable cancellation charge.
- Any refunds due, after the application of the cancellation charge, will be processed within [Number] business days.
- This policy is effective from the date of order confirmation.

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We understand that circumstances can change, and we encourage clients to communicate any potential issues as early as possible to discuss available options.

12.3. **Cancellation by Us:**

a) We reserve the right to cancel an Order if:
i. You fail to make any payment when due.
ii. You breach any of these Terms.
iii. We are unable to source necessary materials or components, or unforeseen technical difficulties prevent us from completing the Order (in which case, any payments made for uncompleted work will be refunded).
iv. Circumstances arise beyond our reasonable control (see Force Majeure).

b) In the event of cancellation by us for reasons other than your breach, we will notify you immediately and refund any payments made for services or products not yet rendered or manufactured, less any costs incurred for work completed up to the cancellation date.

**13. Returns and Refunds (for completed products)**

13.1. Due to their bespoke nature, Bespoke Products cannot be returned or refunded simply because you have changed your mind.

13.2. Returns and refunds will only be considered in the event of a material defect covered by the warranty (Clause 10) that cannot be repaired or replaced. In such cases, the refund will be processed once the defective product has been returned to us and inspected.

13.3. Any returns must be authorised by us in writing and packaged appropriately to prevent damage during transit.

**14. Force Majeure**
Neither party shall be liable for any delay or failure to perform its obligations under these Terms if such delay or failure is caused by an event beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, strikes, lockouts, natural disasters, epidemics, pandemics, or government restrictions. The affected party shall notify the other party promptly and shall use reasonable endeavours to minimise the impact of such event.

**15. Confidentiality**
Both parties agree to keep confidential all proprietary and confidential information disclosed by the other party during the course of their dealings, except where required by law.

**16. Data Protection**
We will process your personal data in accordance with applicable data protection laws (e.g., GDPR) and our Privacy Policy, which is available on our website or upon request.

**17. Governing Law and Jurisdiction**
These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Both parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).

**18. Entire Agreement**
These Terms, together with your accepted Order and any agreed specifications, constitute the entire agreement between you and us regarding the provision of the Bespoke Product(s) and supersede all prior agreements, understandings, or arrangements, whether written or oral.

**19. Severability**
If any provision or part-provision of these Terms is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion of a provision or part-provision shall not affect the validity and enforceability of the rest of these Terms.

**20. Contact Information**
For any questions regarding these Terms or our services, please contact us at:
**Global Platforms Northern Limited** Unit 10, Trident Business Park, Birchwood, Warrington, WA3 6AX.
**E-Mail:** info@globalplatforms.co.uk
**Web:** www.globalplatforms.co.uk
**Telephone:** +44 (0)1925 830 874