



## TERMS AND CONDITIONS

Please read these terms and conditions carefully and print and keep a copy of them for your reference.

These terms and conditions should be read in conjunction with our privacy policy.

### 1. About us:

The company and website [www.3Davenue.co.uk](http://www.3Davenue.co.uk) are owned and operated by:

3D Avenue Ltd  
17 Hardy Avenue  
Northfleet  
Kent  
DA11 7EN

### 2. Placement of an order, procedure and completion

2.1. Quote (valuation) is strictly based on the completeness and accuracy of the information provided at the time of the quotation. Any additional detail provided after commencement of work, depending on significance, might be subjected to Change Order Request (COR).

2.2. Delay in providing key information required to proceed with the project will result in change of agreed lead time.

2.3. If on receipt of the full required information we decide that the initial quotation needs to be amended, we will let you know before undertaking any further work.

2.4 We will issue invoice at the start and assign resources for the project after receipt of 30% initial payment. The remaining 70% is delayed at our discretion till the completion.

2.5. On completion of the work, we will email the drawings/images in agreed formats with watermarks which will be removed upon remaining payment is received.

2.6 14 days after issue of last draft the project will be treated as approved unless reasonable explanation of delay is provided (change in design should be treated as additional order as mentioned in point 2.1). At this point we would ask for payment to be settled.

2.7 If project is delayed by client over 14 days due to unforeseen circumstances we would require monthly instalments driven by progress of the work done to date.

2.8 Animation video is issued with logo/watermark and might be hosted on password protected server until full payment is made.

2.9. If you are not entirely happy with the work we will make any reasonable required changes to the drawings & re-send, without any additional cost. If we feel the changes are un-reasonable, we will advise you of any additional charges before commencing any further work. If agreed, we will send an additional invoice for the additional work along with the updated drawings/images.

2.10. Invoices should be paid on receipt of the drawings completed to your satisfaction. If payment is not received within this time we may refuse to undertake any further work for you or your company.



### 3. Responsibilities

- 3.1. You, the client, take full responsibility for the accuracy of our work.
- 3.2. We will not take responsibility for any failures of items or equipment manufactured from our drawings that may result in damage or injury.
- 3.3. We take no responsibility for the final purpose of any equipment manufactured from our drawings.
- 3.4. We assume that information supplied to us is owned by the supplier and accept no responsibility for plagiarised work.
- 3.5. All work undertaken by us will be done as quickly as possible. We will not accept responsibilities for any penalties incurred as a result of late deliveries of items or equipment manufactured from our drawings.

### 4. Copyright

- 4.1. The title to all the materials produced remains the property of 3D Avenue and is not transferred upon payment of the invoice.

### 5. Confidentiality

- 5.1. Information supplied to us will be used solely to produce the required drawings and might be shared under our internal NDA (non-disclosure agreement) with employees/contractors, solely for same purpose.
- 5.2. Drawings will be supplied via email. Every effort will be made to maintain the security of all information supplied or transmitted by us but data transmitted electronically is never completely secure and a guarantee of the security of data transmitted electronically cannot be given.
- 5.3. The images/drawings created might be used for marketing purposes by us or our partners, without disclosing full details which you have the right to opt-out from.
- 5.4. When requested, we are able to sign NDA (non-disclosure agreement) with the client, however information will be shared with employees/contractors, solely for the purpose of creating the work (p.5.1).

### 6. Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any agreement contained herein.

### 7. Changes to these terms

These terms and conditions were last changed on 8th March 2019.

These terms and conditions apply to your order.

These terms and conditions may be changed at any time, so please do not assume that the same terms and conditions will apply to future orders.