



KJM DESIGN AND PLANNING SERVICES LIMITED

TERMS AND CONDITIONS OF SALE (DOCUMENT REFERENCE KJMTCS01V2)

1. Definitions

The "Buyer" means the Account Applicant or person who buys or agrees to buy Goods from the Seller. The "Seller" means **KJM DESIGN AND PLANNING SERVICES LIMITED**.

"Conditions" means the Conditions of Sale set out in this document (KJMTCS01) and any special conditions agreed in writing by the Seller.

2. Conditions

These "Terms and Conditions" do not affect your statutory rights as a consumer.

All contracts of sale made by the Seller shall be deemed to incorporate these terms and conditions which shall prevail over any other document or communication from the Buyer.

If any amendments to this terms and conditions are required it is preferable that they be confirmed in writing.

Upon instructing the seller to carry out a survey all buyers will receive a copy of the sellers standard terms and conditions of sale document (KJMTCS01).

The buyer will have the right to cancel the survey following receipt of the sellers terms and conditions and no charge will be made.

Failure to cancel the survey appointment following receipt of the sellers terms and conditions of sale document will be taken as confirmation of the buyers acceptance to the sellers terms and conditions of sale.

All clients registering with the sellers website will have a copy of the sellers terms and conditions of sale document in the 'documents' folder on their control panel.

3. Payment Terms

30% Deposit is payable upon instructing KJM Design to produce your plans. This must be paid in full on or before the date of your survey.

Final payment is payable upon submission of your plans to the council or on a date 28 days following the day that the first draft was issued to the buyer.

4. Ways to Pay

Payment can be made by calling our offices during opening hours and paying with a debit or credit card. Alternatively clients may wish to pay via bank transfer.

Our surveyors carry portable chip and pin machines so that deposits can be paid on the day of survey via debit or credit card.

5. Payment Surcharges

For payments made using debit card, cash, personal cheque or electronic bank transfer no surcharges will be incurred.

For payments using a credit card a surcharge of £10 will be applicable to cover service charges for this facility.

6. Prices

The Price shall be those as contained in the Seller's Quotation.

In the unlikely event that our survey reveals that the proposed works are not feasible we will refund any of the 30% deposit paid. There will be a charge of £149.00 to cover the costs of attending site and carrying out our survey.

The total purchase price will be displayed at the bottom of the Buyer's quotation confirming the order value of the works proposed.

For Trade customers only - If any act or proceedings shall be commenced in which the Buyer's solvency is concerned, all monies under any transaction covered by these Conditions shall become immediately due and payable.

7. Interest on Overdue Invoices

Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at 2% above Lloyds TSB PLC base lending rate for the time being in force per calendar month.

8. Measured Survey

The primary purpose of carrying out a measured survey is so that the seller can obtain an accurate representation of the buyers property so that the sellers design engineer can professionally replicate this in the correct scale and format as requested by your local authority.

Our surveyors are not qualified to offer structural advice and any guidance offered is their own personal opinion and not necessarily that of the seller.

If detailed structural advice is sought the seller advises the buyer to contact a qualified structural engineer to attend their project to advice on any such matters independently.

All measurements taken at the time of survey are done so that the seller can produce the general design arrangement for the purpose of obtaining planning and or building regulations approval. All dimensions given on drawings are representative and should be checked on site by the buyers selected building contractor prior to any site works being undertaken.

9. Drawing Revisions

The seller agrees to carry out all necessary revisions and alterations as requested by the buyers local authority in order to achieve planning and/or building control approval.

In all cases, revisions will be carried out free of charge up to a period upto 12 months from initial instruction. Alterations carried out after this period may become chargeable at the discretion of the seller.

10. Importance of Local Authority Approval of Drawings

The seller advises against starting any site works prior to obtaining the necessary approval from their local authority planning and/or building control department as details may alter due to recommendations by the planning or building control officer. Any works carried out onsite prior to approval of the drawings by buyers local authority is strictly done so at the buyers own risk and the seller accepts no responsibility for any losses incurred as a result of working from plans that have not been approved by their appropriate local authority department.

11. Importance of Client Approval of Drawings

The seller requests that the buyer thoroughly inspect all plans and approve them before they can be submitted to the appropriate Local Authority department.

Once the drawings have been approved by the buyer the seller will submit them along with the relevant application forms to the appropriate Local Authority Department on the buyer's behalf.

It is the buyers responsibility to ensure that they are fully understand the proposed drawings and are 100% happy with the design before giving the seller authorisation to submit to the council.

12. Lead Time and Delivery

In the overall majority of cases the first draft of the buyers completed architectural plans will be ready for approval within 10 working days from the initial survey being carried out however during busy periods or for more complex drawings the seller may take as long as 15 working days to have the plans ready for inspection by the buyer.

Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence and the Seller shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any other person or Company arising directly or indirectly out of any failure to meet any estimated delivery date.

Delivery of the Goods shall be made to the Buyer's address and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

13. Rights of ownership

In all queries relating to rights of ownership the sellers terms and condition of sale document (KJMTCS01V2) paragraphs 13a, 13b, 13c, 13d should be read and adhered to.

13a. PDF Drawing Files

The PDF drawing files are the property of the buyer and they are legally entitled to use them and/or reproduce them at their own free will.

13b. Printed Plans

All A1 printed plans supplied by the seller will be the property of the buyer and they are legally entitled to use them and/or reproduce them at their own free will.

13c. AutoCAD File

The AutoCAD file contains blocks, templates and other company information and is the result of years of investment (both labour hours and monetary) therefore the AutoCAD file is valued to be in excess of the price of any plans produced.

The AutoCAD file therefore remains the property of the seller and under no circumstances will ever be considered to form part of the sale to the buyer.

Any requests for copies of the AutoCAD file will be refused by the seller and the buyers will be referred to our terms and conditions of sale document (KJMTCS01V2) clause 15d.

13d. Ownership Rights - General

The Seller remains the owner of the Goods affected by the Contract until the Seller has been paid in full for such Goods.

14. Your right to cancel

Cancellation requests must be made in writing to Seller as soon as it becomes apparent to the buyer that they no longer wish to proceed with the works.

As a consumer have the right, in addition to your other rights, to cancel your agreement with KJM Design and Planning Services Limited and in some cases you will receive a full or partial refund of any fees paid. In all instances you must inform us of your desire to cancel your contract immediately and in writing.

14a). Cancellation prior to the initial survey of the property by the seller can be requested in writing. There will be no fee to pay.

14b). Cancellation on the day of Survey If the works are cancelled on the day of survey then the only fee payable to the Seller will be the costs of the survey itself which is £149.00 to cover the cost of our surveyors attending site.

14c). Cancellation notices made up to a maximum of 2 days following a survey by the seller will receive no refund from the 30% initial deposit and no further payment to the seller will be required.

14d). Cancellation notices received 3 or more days following a survey by the seller will receive no refund from their original 30% deposit. Furthermore they will be liable to pay 50% of outstanding balance owed to the seller to cover their costs.

14e). No Cancellation requests will be upheld once the drawings have been completed and first drafts have been issued. It will be deemed that the seller has met their obligations for providing the services offered and payment will in all cases be due in full.

15. Non Feasibility.

It is the buyers responsibility to ensure that their property is capable of accepting the proposed adaptation or extension prior to enlisting the services of the seller. If during our survey it is deemed that the buyers proposed works are not feasible the seller will require payment of the cost of the survey £149.00

16. Force Majeure

In the event that the Seller is prevented from carrying out its obligations under a contract for sale as a result of any cause beyond its control such as but not limited to Acts of God, War, Strikes, Lock-outs, Flood and Failure of third parties to deliver goods, the Seller shall be relieved of its obligations and liabilities under such contract for sale for as long as such fulfilment is prevented.

17. No Waiver

The Seller's failure to insist upon strict performance of any provision of these Conditions shall not be deemed to be a waiver of its rights or remedies in respect of any present or future default of the Buyer in performance or compliance with any of these conditions.

18. Complaints

If you have a complaint about our service or any goods or services you purchase from KJM DESIGN AND PLANNING SERVICES LTD then please contact us immediately. You will be contacted as soon as possible and definitely within 24 hours of our hearing from you and we would aim to provide a resolution within 5 working days.

All complaints will be handled in a fair and confidential manner.

19. Liability



Except as may be implied by law where the Buyer is dealing as a consumer, in the event of any breach of these Conditions by the Seller the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Seller shall under no circumstances be liable for any indirect, incidental or consequential damage.

22. Miscellaneous

Any contracts shall in all respects be construed and operate as an English contract and in conformity with English law.

If any part of these terms and conditions that is not fundamental is found to be illegal or unenforceable, such finding will not affect the validity or enforceability of the remainder of these terms and condition