

TERMS OF SERVICE

FLUX LASER STUDIO LTD AND FLUX CNC STUDIO LTD

I. Definitions

- FLUX LASER STUDIO LTD or FLUX CNC STUDIO LTD (t/a Flux Laser & CNC Studio) is also called “We” or “FLUX” in this agreement.
 - The client means the customer and is also referred to a “you” or “yourself” in this contractual agreement.
 - A Project can be a design project or a manufacturing/fabrication project
 - The word “contract” as it appears in these terms and conditions shall mean the contract between FLUX and the customer, which will be based on the terms and conditions contained within this Service Level Agreement (SLA).
- ### 2. Contract
- The terms and conditions contained in this SLA apply to all FLUX’s customers unless agreed in writing to the contrary. No other contract terms and conditions shall apply unless specifically agreed in writing between FLUX and the customer. In the event of any ambiguity between these terms and conditions and any terms agreed in writing between FLUX and the customer then these terms and conditions will apply.
- ### 3. Estimates
- FLUX will provide its customers with initial estimates for projects on request. These estimates will be as accurate as possible, however the final sum may vary from the initial estimate. An estimate, as opposed to a fixed price quotation, is useful when the actual project sum cannot be reasonably or accurately ascertained at the onset.
 - FLUX will provide estimates to customers via email, with this SLA attached. Acceptance by a customer of an estimate by FLUX is subject to the acceptance of the terms and conditions of this SLA, unless specifically agreed in writing between the customer and FLUX to the contrary.
 - Estimates will be honoured for a 5 business days. A new estimate will be drawn up upon request from the customer.
- ### 4. Fixed Price Quotations
- Whenever possible, FLUX will provide customers with a fixed price quotation and detailed specification for a project.
 - Items omitted or added to the specification that accompanies a fixed price quotation will be treated as variations.
 - FLUX will provide quotations to customers via email, with a link to this SLA provided. Acceptance by a customer of a quotation by FLUX is subject to the acceptance of the terms and conditions of this SLA, unless specifically agreed in writing between the customer and FLUX to the contrary.
 - Quotations will be valid for 30 days from date of issue.
- ### 5. Intellectual Property
- All intellectual property generated as a result of design work conducted by FLUX belongs to Flux Laser Studio Ltd.
 - Intellectual property owned by FLUX may be transferred to the customer upon completion of the project. This may incur a fee.
 - Non-Disclosure Agreements are available for the purpose of ensuring discretion with customer’s intellectual property.
 - FLUX retains the right to hold all project-related intellectual property, and development work (with the exception of materials provided by the client), until payment is received in full for such items.
- ### 6. Hourly Rate
- FLUX will charge for services, updates and extensive changes to projects provided that are not included in any quotation. The amount charged for design work will be £33+VAT - the standard hourly rate.
 - FLUX will review and may increase the standard hourly rate on a quarterly basis.
 - There will be a minimum charge of 1 hour for any design project.
- ### 7. Commencement of Work
- Work will begin as soon as is practicable when written consent to proceed is received by Flux Laser Studio Ltd.

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- This forms an agreement between FLUX and yourself (the customer). If for any reason there is any non-communication from the client or a change in circumstances, which results in the termination of the project, the client agrees to pay for any time spent on the project by FLUX - but not yet billed - in full.
8. Invoicing
- Invoices will be issued to the customer at the following stages:
 - For any projects (design or fabrication) totalling less than £500 (Ex VAT), the full balance will be invoiced on completion and delivery of the project to the customer.
 - For any projects (design or fabrication) that total between £1,000 and £5,000 (Ex. VAT), a 50% deposit will be invoiced and should be paid by the customer before work on the project begins, with a further 50% invoiced upon completion.
 - For any projects (design or fabrication) that total more than £5,000, a 50% deposit will be invoice and should be paid by the customer before commencement of the project, with the remainder to be invoiced at periods agreed between FLUX and the customer over the life of the project.
 - Any differences to the above invoicing terms must be agreed in writing between FLUX and the customer.
 - Payment is required within 28 days of the invoice date. If a balance remains unpaid after 28 days from the invoice date, interest will be charged at a rate of 3% per month.
9. Non-Payment
- If an invoice has been paid within 30 days of the date of issue, interest will be charged at a rate of 3% of the remaining balance per month.
 - If an invoice has not been paid within 30 days of the date of issue and work is currently ongoing, the agreed services shall be put on hold.
 - These services shall be reinstated once payment (in full) has been made, but may incur a re-establishment fee.
10. Non-Communication
- If FLUX is unable to communicate with a customer on a project for a period of at least 5 business days (from first communication on a matter) by phone or email, the project will be put on hold.
 - Any previously agreed timeframes or deadlines will be null and void and will need to be reassessed upon the resumption of communication.
11. Re-establishment
- Should any project be inactive for a period of at least 30 days due to any client-related delay, a re-establishment fee of £150 +VAT may apply in order to cover time spent becoming reacquainted with the project.
 - A client related delay includes failure to pay invoices within the required timeframe. The customer may be exempted from re-establishment fee by written consent from FLUX.
12. Planning and Scheduling
- FLUX will provide timescales for completion of any project, and may also provide timescales for specific stages of the project. FLUX will always aim to meet the original timescales. Where this is not possible, the customer will be notified of the delay, and potential alternative solutions may be suggested where appropriate.
13. Liability
- Products and services purchased from FLUX are provided “as is” without warranty of any kind. All materials are subject to thickness tolerances as per BS EN315:2000 – therefore all materials may be within +/- 1.5mm of their advertised thickness. This is a standard and outwith the control of Flux and our machining.
 - We cannot be held responsible for repairs or replacements for any breakages once items leave the studio, if these faults were due to designs and materials that were confirmed by the client. – this includes, but isn’t limited to, laser cut items which are thinner than 2mm or less than the material thickness – whichever is greater, splintering or chipping of CNC cut or engraved wood, darkened or burnt edges of laser cut materials, vinyl text smaller than a font size 51pt as these are limitations of the processes.

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- In no event shall FLUX be liable to the client for any direct, indirect, special, punitive, incidental, or consequential damages arising out of the use of their laser cut, CNC cut or Vinyl, services, digital files and/or goods provided to the client. This includes, without limitation, lost profits, business interruption, loss of data or other losses directly resulting from the use of the products and/or designs provided.
14. Acceptance
- Please note that by giving orders to go ahead with any proposed services, you are agreeing to all of FLUX's terms of engagement as written above.
 - FLUX reserves the right to change or update these terms at any time without prior notice. If changes to the terms occur during a current project, the client will be notified.