

Our Terms & Conditions

1 Definitions:

In these terms and conditions the customer means the individual, firm or company whose name appears on the order confirmation sent by Design Minds on receipt of instructions from the customer.

2 The Contract:

(a) any contract between Design Minds and the customer will incorporate and be subject to these terms and conditions and (b) the customer's order will be treated as accepted only when Design Minds have acknowledged and confirmed the order in writing.

3 The Price:

The customer shall be responsible for the entire cost of the work ordered. Design Minds reserve the right to vary the price quoted in the order confirmation where the cost has increased arising out of a change in specification, instructions, materials, cost of production, value added tax. Quotations shall remain valid for not more than 2 calendar months from the date of quotation.

4 Terms of Payment:

Design Minds will issue an invoice at the end of each stage of the production process. Each invoice is payable 30 days from date of invoice. Your order should be confirmed in writing to Design Minds, stating work required and agreed price.

5 New Client Credit Terms:

50% payment required before project start.
Remainder balance due on completion of project.

6 Agent:

The customer will nominate one person to act as the customer's agent for consultation purposes on the works the subject matter of the contract. Instructions received from the said nominated person will be deemed to be the instructions of the customer for the purpose of the works contract.

7 Claims:

Claims in relation to the works carried out by Design Minds, shall be made to Design Minds within 14 days of date of invoicing in writing. No claims will be recognised after this period.

8 Delivery:

All delivery of materials, goods or works shall be at the expense of the customer unless otherwise agreed in writing.

9 Exclusions:

The estimated completion date of the services to be rendered by Design Minds is only a bona fide estimate and shall not be "of essence" but Design Minds will use all reasonable endeavours to comply with the estimated completion dates. Design Minds shall not be liable for any consequential loss, indirect loss, or third party claims by delays in completing the work or for any loss to the customer arising from delays in transit. The extent of Design Minds liability shall not exceed the amount of the contract price.

10 No Cancellations:

No cancellation of the contract will be accepted unless expressly agreed in writing by Design Minds.

11 Reservation of Title:

All goods materials and works remain the property of Design Minds until the account has been paid in full.

12 Force Majeure:

Every effort will be made to carry out the contract but its due performance is subject to cancellation by Design Minds or to such variation as it may find necessary as a result of inability to secure labour, materials or supplies or as a result of any act of God, war, strike, lockout or other labour dispute, fire, flood, drought, legislation or other cause (whether of the foregoing class or not) beyond Design Minds control.

13 Governing Law:

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of the Republic of Ireland.