



## TERMS OF BUSINESS

### 1. THESE CONDITIONS

These Conditions set out the terms and conditions on which we will supply our services to you. In some cases this may also include the provision of goods which we manufacture or source from third parties on your behalf. Please read these terms carefully. These terms also set out who we are, how we will provide the services and/or goods to you, how you or we may end the contract and other important information.

### 2. WHO WE ARE AND HOW TO CONTACT US

2.1 We are Grace and Favour Interiors Limited (referred to as “we”, “us”, “our”, “the Company” in these Conditions), a company registered and incorporated in England and Wales. Our company registration number is 10803214 and our registered office is at 31 Warwick Terrace, East Street, Olney, Buckinghamshire MK46 4BU. Our registered VAT number is GB 275288467.

2.2 Our email address is: [hello@graceandfavour.com](mailto:hello@graceandfavour.com).

2.3 If we have to contact you we will do so by telephone or by writing to you using the email or postal address provided to us by you.

### 3. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

3.1 Definitions:

“**Applicable Laws**”: all applicable laws, statutes, regulations and standards applying to the person or circumstances in question, including standards imposed by or notices issued by any governmental or regulatory authorities and all generally applicable industry standards, including those attributable to self-regulation

“**Build Phase**”: means the Goods and Services to be provided under our Design and Build Service under clauses 4.2.9 to 4.2.11.

“**Business Day**”: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

“**Change Request**”: a written request by you in the event that you wish to alter or vary the Services and/or Goods, in accordance with clause 10.

“**Charges**”: the charges payable by you to us for the supply of Goods and/or Services in accordance with clause 12.

“**Client Folder**”: the online data room to be provided by us as part of the Design Phase, where you may upload designs and other information to be provided by you to us to inform the Specification.

“**Commencement Date**”: has the meaning given in clause 4.1.3 or 4.2.1 as applicable.

“**Conditions**”: these terms and conditions as amended from time to time in accordance with clause 20.7.

“**Consumer**”: an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession (in accordance with section 2(3) of the Consumer Rights Act 2015).

“**Contract**”: the contract between you and us for the supply of Services and/or Goods in accordance with these Conditions.

“**Delivery Location**”: has the meaning given in clause 6.1.

“**Deposit**”: the sum equaling not less than 50% of the total aggregate Charges (except when we are not providing the Design and Build Service and the Charges are less than £500 in total), being the amount as is set out in the Proposal.

“**Design and Build Service**”: the provision of Goods and Services to you in accordance with clause 4.2.

“**Design Phase**”: means the Goods and Services to be provided under our Design and Build Service under clauses 4.2.3 to 4.2.8.

“**Further Changes**”: has the meaning given in clause 4.2.6;

“**Goods**”: the goods (or any part of them) that are to be sourced, purchased or produced by us as part of the Services, as set out in the Proposal, but not including the Customer Goods.

“**Initial Design Fee**”: where such a fee is applicable, the sum set out on the date the fee is paid on our website at [www.graceandfavour.com](http://www.graceandfavour.com) in the section entitled ‘How does your Design and Build service work?’, or where no such fee is expressly stated on such page, the sum of £299 excluding VAT, per room or project to be undertaken under our Design and Build Service.

“**Intellectual Property Rights**”: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“**Order**”: has the meaning given in clause 4.1.2 or 4.2.9 as applicable.

“**Our Materials**”: all materials, equipment, documents and other property belonging to us, whether used as part of the Services or otherwise.

“**Premises**”: the premises at which the Services are to be provided.

“**Proposal**”: the final estimate or proposal document provided by us to you, setting out the Charges and any Specification.

“**Proposed Change**”: has the meaning given in clause 10.2.2;

“**Schedule of Works**”: the proposed schedule under which we will provide details of the Build Phase of our Design and Build Service, and implement the designs, plans and other specifics as agreed with you under the Proposal.

“**Services**”: the design and installation of interiors and/or project management services supplied by us to you;

“**Specification**”: any specification for the Services and/or Goods (as applicable) including any relevant plans, drawings or designs.

“**Unexpected Event**”: has the meaning given in clause 19.

3.2 Interpretation:

A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a party includes its personal representatives, successors and permitted assigns.

A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

A reference to **writing** or **written** includes faxes and e-mails.

#### 4. BASIS OF CONTRACT

4.1 Save for where we are providing our Design and Build Service to you, the following provisions will apply:

4.1.1 Following our initial meeting and discussions with you, we shall provide you with our Proposal, together with these Conditions, setting out the basis on which we shall supply the proposed Services and any proposed Goods;

4.1.2 If you wish to proceed on the basis of the Proposal and these Conditions, you should confirm this to us in writing (the "**Order**"). The Order constitutes an offer by you to purchase the Services and/or the Goods in accordance with the Proposal and these Conditions.

4.1.3 Upon receipt of your Order pursuant to clause 4.1.2, the Contract shall then come into existence on the earlier of:

- (a) our written acceptance or acknowledgement of the Order; or
- (b) us doing any act consistent with supplying the Services and/or the Goods, (the "**Commencement Date**").

4.2 Where you have requested our Design and Build Service, the following provisions will apply:

4.2.1 The Contract will come into existence on the earlier of:

- (a) you making payment of the Initial Design Fee to us; or
- (b) us doing anything consistent with supplying the Design and Build Services, (the "**Commencement Date**").

4.2.2 The provision of our Design and Build Service shall be split into the Design Phase and the Build Phase in accordance with the following provisions of this clause.

##### Design Phase

4.2.3 Following receipt of the Initial Design Fee, we shall arrange to attend your Premises to carry out a survey, and discuss with you your proposed budget and design requirements. Following these discussions, we will provide you with access to your Client Folder.

4.2.4 On the earlier of:

- (a) you notifying us that you have finished uploading information to your Client Folder; or
- (b) 14 days after having granted access to you to the Client Folder,

we will begin to review the contents of your Client Folder, and subsequently provide you with your draft Specification.

4.2.5 Once you have received your draft Specification, you are entitled to make not more than three changes to the designs, finishes and materials contained therein. Each change proposed by you must be notified to us in writing no later than 5 days after we have provided our latest revision of the Specification to you.

4.2.6 It will be at our sole discretion to permit any further changes to the Specification beyond the three changes referred to in clause 4.2.5 (the "**Further Changes**"). We reserve the right to charge an additional fee for any Further Changes, which will be confirmed to you for your approval prior to any Further Changes being made.

4.2.7 If you want to proceed on the basis of the Specification we have provided, you must notify us in writing no later than 14 days after receiving the latest revision of the Specification that the Specification is approved.

4.2.8 No later than 28 days following your approval of the Specification, we will contact you in writing to provide you with a quotation to implement the contents of the Specification. This quotation, along with the Specification will form the Proposal under the Contract.

##### Build Phase

4.2.9 If you choose to proceed on the basis of the Proposal and these Conditions, you should confirm this to us in writing and such confirmation shall constitute your Order. The Order constitutes an offer by you to purchase the Services and/or Goods in accordance with the Proposal and these Conditions.

4.2.10 Within 14 days of receipt of your Order, and subject to you having paid the Deposit, we will propose the Schedule of Works. If we have not received a response accepting or amending the Schedule of Works within 14 days of us issuing it, the Schedule of Works will be deemed to have been approved by you.

4.2.11 Once the Schedule of Works has been approved, we will commence the agreed Build Phase Services on the commencement date as agreed under the Proposal and the Schedule of Works.

4.3 The provisions of this clause 4.3 shall apply to the Contract in all cases:

4.3.1 The Contract shall comprise the Proposal and these Conditions (as applicable from time to time). If there is any conflict or ambiguity between the terms of the Proposal and these Conditions, the terms of the Proposal will prevail to the extent of such conflict or ambiguity.

4.3.2 Any samples, drawings, descriptive matter or advertising issued by us and any descriptions of the Goods or illustrations or descriptions of the Services or Design and Build Services contained in our catalogues or brochures or on our website are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods, or Design and Build Services, described in them. They shall not form part of the Contract or have any contractual force.

4.3.3 The Proposal and these Conditions apply to the Contract to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

- 4.3.4 Unless agreed otherwise by us in writing, any quotation given by us (whether in the Proposal or otherwise) shall not constitute an offer, and is only valid for a period of 14 days from its date of issue.
- 4.3.5 These Conditions shall apply to the supply of both Services and Goods, and the Design and Build Service, except where application to only one is specified.

## 5. GOODS

- 5.1 The Goods we supply may either be manufactured by us or in most circumstances will usually be sourced from third party manufacturers or suppliers.
- 5.2 The Goods shall be those described in the Proposal.
- 5.3 To the extent that the Goods are to be manufactured, modified or personalised in accordance with any Specification supplied by you (be that in whole or in part), you agree to indemnify us against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim made against us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with our use of the Specification. This clause 5.3 shall survive termination of the Contract.
- 5.4 You acknowledge and agree that where the Goods are manufactured by a third party, to fullest extent permitted by law, we make no warranty, representation, guarantee or other statement about the quality, workmanship, fitness for purpose, description, specification, feature, suitability or capability of the Goods, save for any manufacturer's or supplier's warranty passed on to you under clause 5.5.
- 5.5 We will pass on to you the full benefit of the terms of any manufacturer's or supplier's warranty or guarantee available in respect of the Goods. You shall have sole responsibility to review the terms of such manufacturer's or supplier's warranty or guarantee.
- 5.6 We confirm that on delivery of the Goods we will provide you with any relevant manufacturer's or supplier's warranty or guarantee information for any of the Goods where applicable. You should liaise directly with the manufacturer or the supplier in relation to any defects or faults with the Goods.
- 5.7 We shall be entitled to charge an additional fee for any labour costs (at our then standard rates) or any required materials for any repairs or remedial works to be provided by us in respect of the Goods.
- 5.8 Subject always to clause 15, we shall not be liable for any defects, faults, loss or damage to the Goods arising from your negligence, any failure to properly maintain or store the Goods, or any improper use, accidents, unauthorised alterations or works provided by third parties in respect of the Goods.
- 5.9 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by us.

## 6. DELIVERY OF GOODS

- 6.1 We (or a third party) will deliver the Goods to the Premises or such other location as the parties may agree in writing from time to time (the "Delivery Location") at times agreed by both parties.
- 6.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 6.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. We will

not be liable for any delay in delivery of the Goods that is caused by:

- 6.3.1 an Unexpected Event; or
  - 6.3.2 your failure to provide us (or the relevant third party) with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.4 We shall not be liable for any failure to deliver or delay in delivery of the Goods where those Goods are to be delivered by a third party (whether on our instruction or otherwise).
  - 6.5 If we fail to deliver the Goods, our liability shall be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. We will have no liability for any failure to deliver the Goods to the extent that such failure is caused by an Unexpected Event or your failure to provide us with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
  - 6.6 If you are unavailable at the agreed time and we are unable to gain access to the Delivery Location to deliver the Goods, we will attempt to agree a later delivery time. We will be entitled to charge you an additional fee for any subsequent delivery attempts.
  - 6.7 We may deliver the Goods by instalments, which shall be invoiced and paid for separately in accordance with clause 12.7. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

## 7. TITLE AND RISK

- 7.1 The risk in the Goods shall pass to you on completion of delivery.
- 7.2 Title to the Goods shall not pass to you until we receive payment in full (in cash or cleared funds) for the Goods and any other goods that we have supplied to you in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 7.3 Until title to the Goods has passed to you, you will:
  - 7.3.1 store the Goods separately from all other goods held by you so that they remain readily identifiable as our property;
  - 7.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - 7.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on our behalf from the date of delivery;
  - 7.3.4 notify us immediately if you become subject to any of the events listed in clause 17.1.3 or clause 17.1.4; and
  - 7.3.5 give us such information relating to the Goods as we may require from time to time.
- 7.4 If before title to the Goods passes to you, you become subject to any of the events listed in clause 17.1, then, without limiting any other right or remedy we may have, we may at any time:
  - 7.4.1 require you to deliver up all Goods in your possession which have not been resold, or irrevocably incorporated into another product; and
  - 7.4.2 if you fail to do so promptly, enter the Premises or premises of any third party where the Goods are stored in order to recover them.

## 8. RECOMMENDATIONS

- 8.1 On occasion we may recommend a particular product or service to be purchased by you in order for us to provide the Services. For the avoidance of doubt, any recommendation made by us does not amount to a warranty, representation, guarantee or other statement about the quality, workmanship,

fitness for purpose, description, specification, feature, suitability or capability of that recommend product.

- 8.2 If you choose to purchase any product or service recommended by us, we will have no liability in relation to any defect, error, fault or any other problem in connection with that recommended product or service or as to any costs incurred by you in remedying such, whether discovered before, during or after installation by us of the product or the provision by a third party of the service. You must contact the manufacturer or supplier in relation to the recommended product or service.

## 9. SUPPLY OF SERVICES

- 9.1 We shall supply the Services to you in accordance with the Proposal in all material respects.
- 9.2 We will use all reasonable endeavours to meet any performance dates for the Services specified by us, however any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 9.3 We reserve the right to amend the Proposal, Specification or any other documentation provided under the Contract if necessary to comply with any Applicable Laws, or if the amendment will not materially affect the nature or quality of the Services, and we will notify you in any such event.
- 9.4 We warrant to you that the Services will be provided using reasonable care and skill.
- 9.5 We shall be under no liability or in any way responsible for any structural defects existing in the Premises under any circumstances or in any defect or fault with the Services where such defect or fault was caused by or in connection with any structural defects existing in the Premises.
- 9.6 If you do not allow us to access the Premises to provide the Services, we may charge you for any additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to rearrange access to the Premises, we may terminate the Contract.
- 9.7 Any additional Services to be provided beyond those set out in the Proposal shall be charged at our then standard rates, and we shall charge an additional fee for any materials that may be required to provide such additional Services.
- 9.8 You acknowledge that we may engage consultants and subcontractors to assist in the provision of the Services.

## 10. CHANGE TO THE SERVICES AND/OR THE GOODS

- 10.1 Save for where we are providing our Design and Build Service to you, the following provisions will apply:
- 10.1.1 In the event that you wish to alter or vary the Services and/or the Goods, you must submit a signed Change Request as soon as possible. On receipt of the Change Request, we will be able to advise whether the alteration or variation is possible, whether the variation or alteration would result in any amendment to the Charges or timing of supply of the Services and/or the Goods and any other information relevant as a result of the requested alteration or variation. You will then need to confirm within 5 days of receiving notice of the revised Charges and timings whether you want to proceed on the basis of the updated information. We shall not be liable for any delay caused as a result of the proposed alteration or variation.
- 10.2 Where you have requested our Design and Build Service, the following provisions will apply:
- 10.2.1 In the event that you wish to alter or vary the Proposal, the Schedule of Works, or the Goods or Services to be received thereunder in any manner once the Build Phase has commenced, you must

submit a signed Change Request as soon as possible;

- 10.2.2 We will review the Change Request, and upload a variation document outlining the proposed change to your Client Folder (including details on how the proposed change will affect the Charges, and any affect the change will have on the Schedule of Works) (the "Proposed Change"). We will notify you in writing when such documentation has been uploaded;
- 10.2.3 Within 5 days of us having uploaded the documentation in clause 10.2.2 to your Client Folder, you must inform us if the Proposed Change (as a whole or in part) is approved. You can notify us in writing, or by completing the approval request in the documentation we have uploaded to your Client Folder in respect of the Proposed Change;
- 10.2.4 In the event that you do not confirm whether the Proposed Change has been accepted within the time provided under clause 10.2.3, we reserve the right to issue to you an interim invoice for all Goods sourced by us and all Services already provided up to the date of the Proposed Change and to suspend the Services until such time as you confirm to us in writing if you want to proceed with the Proposed Change or to revert to the previously agreed Proposal without the Proposed Change.
- 10.2.5 We shall not be liable for any delay caused as a result of the Proposed Change.
- 10.3 The provisions of this clause 10.3 shall apply to the Contract in all cases:
- 10.3.1 We reserve the right to carry out any alternation or variation to the Services and/or the Goods if required by:
- (a) any Applicable Laws; or
  - (b) the existence or discovery of any structural defect or other adverse condition of the Premises,
- in which case, we shall notify you in any such event. If such alteration or variation will materially change the nature or quality of the Services and/or the Goods, we will notify you as soon as practicable.

## 11. YOUR OBLIGATIONS

- 11.1 You shall:
- 11.1.1 ensure that any information you provide to us is complete, accurate and not misleading;
- 11.1.2 co-operate with us in all matters relating to the Services and/or the Goods;
- 11.1.3 provide us, our employees, agents, consultants and subcontractors, with unobstructed access to the Premises as we may reasonably require to provide the Services;
- 11.1.4 provide us with such information and materials as we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 11.1.5 prepare the Premises prior to the supply of the Services to ensure that our obligations under the Contract can be properly performed;
- 11.1.6 notify us immediately if anyone living in the Premises or who has visited the Premises within 48 hours prior to the proposed provision of the Services, has experienced any symptoms of Coronavirus (COVID-19), received a positive Coronavirus test result or been required to self-isolate or quarantine due to contact or possible contact with any infected individual or due to any travel restrictions;

- 11.1.7 ensure that any and all necessary structural works have been carried out to ensure that we can properly provide the Services;
- 11.1.8 ensure that the Premises are at all times in a safe and secure condition;
- 11.1.9 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to commence;
- 11.1.10 comply with all Applicable Laws, including health and safety laws;
- 11.1.11 at your own expense, keep all of Our Materials that may be at the Premises (or any other premises where Our Materials are stored) in safe and secure custody and free from damage, maintain Our Materials in good condition until returned to us, and not dispose of or use Our Materials other than in accordance with our written instructions or authorisation; and
- 11.1.12 comply with any additional obligations as set out in the Proposal.
- 11.2 If our performance of any of our obligations under the Contract is prevented or delayed by any act or omission by you or any failure by you to perform any relevant obligation (“Your Default”) without limiting or affecting any other right or remedy available to us, we shall have the right to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of any of our obligations in each case to the extent that Your Default prevents or delays our performance of any of our obligations.
- 11.3 If we become aware that any of the circumstances in clause 11.1.6 are applicable (whether or not you notify us in accordance with that clause), without limiting or affecting any other right or remedy available to us, we shall have the right to suspend performance of the Services until:
- 11.3.1 all individuals who experienced symptoms have received a negative Coronavirus test result; or
- 11.3.2 the government recommended self-isolation or quarantine period (as applicable) has come to an end for all affected individuals.
- 11.4 We will not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clauses 11.2 and 11.3.
- 11.5 You shall reimburse us on our written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the suspension of our performance of the Services as a consequence of clause 11.2 or 11.3.
- 12. CHARGES AND PAYMENT**
- 12.1 You must make payment of the Deposit to us:
- 12.1.1 in the case of our Design and Build Service - within 14 days of us sending our written acceptance of your Order; or
- 12.1.2 in the case of our other Goods and Services - on or before the Commencement Date.
- 12.2 We will not be obliged to commence providing any Services or source or procure any Goods (save for those which are required under the Design Phase in respect of our Design and Build Service) until the Deposit has been received from you.
- 12.3 You will pay the Deposit in full, cleared and immediately available funds to a bank account nominated by us in writing.
- 12.4 Once paid to us, the Deposit amount shall be deducted from the final invoice for the remaining Charges and is non-refundable except when no Services are carried out by us or on our instruction and no costs are incurred by us in relation to the purchase or order of Goods following receipt of the Deposit.
- 12.5 The Charges for the Services and/or the Goods will be those set out in the Proposal.
- 12.6 Where you decide to proceed with the Build Phase of our Design and Build Service, place the Order and pay the Deposit due, we shall deduct from the charges due under the Contract:
- 12.6.1 where the Charges under the Contract exceed £2,000 excluding VAT, an amount equal to 25% of the Initial Design Fee;
- 12.6.2 where the Charges under the Contract exceed £5,000 excluding VAT, an amount equal to 50% of the Initial Design Fee; or
- 12.6.3 where the Charges under the Contract exceed £10,000 excluding VAT, an amount equal to 100% of the Initial Design Fee.
- 12.7 Unless otherwise specified in the Proposal, we shall be entitled to invoice you for the Goods and the Services at any time on or after the Commencement Date. We may invoice you in such instalments as may be specified by us in writing. Time for payment shall be of the essence of the Contract.
- 12.8 We reserve the right to increase the Charges for the Services and/or Goods, by giving notice to you at any time before performance or delivery, to reflect any increase in the cost of the Services and/or Goods to us that is due to:
- 12.8.1 any factor beyond our control (including increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 12.8.2 any alteration or variation to the Services and/or the Goods as requested by you in accordance with clause 10;
- 12.8.3 any request by you to change the delivery date(s), quantities or types of Goods ordered;
- 12.8.4 any increase in price by the manufacturer or supplier of the Goods; or
- 12.8.5 any delay caused by any instructions from you in respect of the Services and/or the Goods or your failure to provide us with adequate or accurate information or instructions in respect of the Services and/or the Goods.
- 12.9 You will pay each invoice submitted by us:
- 12.9.1 within 30 days of the date of the invoice (unless otherwise agreed in writing between the parties); and
- 12.9.2 in full and in cleared funds to a bank account nominated by us in writing, and
- 12.9.3 time for payment shall be of the essence of the Contract.
- 12.10 Unless otherwise set out in the Proposal, all amounts payable by you under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (“VAT”). Where any taxable supply for VAT purposes is made under the Contract by us to you, you shall, on receipt of a valid VAT invoice from us, pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 12.11 If you fail to make a payment due to us under the Contract by the due date, then, without limiting our remedies under the Contract, you will pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 12.9 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.
- 12.12 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

12.13 If you fail to make payment due to us under the Contract by the due date, we reserve the right to suspend all provision of Services and/or Goods until such time as payment is made of the outstanding invoice.

12.14 On termination of the Contract, the total balance of the Charges shall become due and payable to us immediately, less a reasonable amount for any Services and/or Goods that have not yet been provided or for which the cost has not yet been incurred for.

### 13. INTELLECTUAL PROPERTY RIGHTS

13.1 Except as expressly provided for in clause 13.3, all Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by you) shall be owned by us. For the avoidance of doubt, we shall own the Intellectual Property Rights in the Proposal including, without limitation, any drawings, plans or designs.

13.2 You grant to us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided to us by you for the term of the Contract for the purpose of providing the Services to you.

13.3 Where you engage us for our Design and Build Service, and subject to payment by you of the Initial Design Fee in full, any drawings, plans or designs which are specific to your Premises and are contained within your Proposal, and any Intellectual Property Rights in or arising out of these, shall be assigned to you.

13.4 You agree to grant to us a full paid-up, non-exclusive, royalty free, non-transferable licence to use such drawings, designs or plans for the term of the Contract for the purposes of us providing our Design and Build Service to you, and to use the same, as well as any photographs, of the completed work at any time following the completion of the Contract for our genuine marketing and promotional purposes (including reproducing all or any part of such designs, drawings or plans in any material we or a third party produce for such purposes).

### 14. DATA PROTECTION

14.1 The personal information provided by you (including but not limited to, your name, contact details, bank details) will be used to provide the Services and/or deliver the Goods to you and to process your payment for the Services and/or Goods.

14.2 We may disclose your personal information to our employees, officers, representatives, subcontractors, suppliers, manufacturers, advisors or any other persons who need to know such information for the purposes of carrying out our obligations under the Contract.

14.3 We will only give your personal information to third parties where the law requires or allows us to do so.

### 15. LIMITATION OF LIABILITY (YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE)

15.1 Where you receiving the Services and/or Goods from us as a Consumer nothing in these Conditions shall limit your statutory rights under the Consumer Rights Act 2015 or otherwise.

15.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of any of our employees, agents or subcontractors, for fraud or fraudulent misrepresentation.

15.3 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach or our failing to use reasonable care and skill, but we are not responsible for any

loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, on the Commencement Date, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

15.4 Subject to clauses 15.1 and 15.3, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15.5 Subject to clauses 15.1 and 15.3, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the Charges paid under the Contract

### 16. CANCELLATION

Where you are receiving the Services and/or Goods from us as a Consumer you acknowledge and agree that the Contract will be entered into following a meeting or meetings between you and us at the Premises and therefore the Contract has not been entered through the exclusive use of distance communication (for example, e-mail or telephone). On that basis, the Contract shall be an "on-premises" contract within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and you acknowledge that the usual 14 day "cooling off" period (which would otherwise give you the right to cancel the Contract within 14 days) shall not apply to the Contract.

### 17. TERMINATION

17.1 Without affecting any other right or remedy available, we may terminate the Contract with immediate effect by giving written notice to you if:

17.1.1 you fail to pay any amount due under the Contract within 7 days of the due date for payment;

17.1.2 you commit a breach of your obligations under the Contract and (if such breach is remediable) fail to remedy that breach within 14 days after receipt of notice in writing from us to do so;

17.1.3 you (being an individual) are subject to any bankruptcy petition, application or order, or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

17.1.4 you (being a firm or company) take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with your creditors, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of you assets or ceasing to carry on business;

17.1.5 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy; or

17.1.6 you fail to provide safe and secure access to the Premises to enable us to properly perform the Services.

17.2 Without affecting any other right or remedy available, we may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between you and us if you fail to pay any amount due under the Contract on the due date for payment, you become subject to any of the events listed in clause 17.1.3 or clause 17.1.4, or we reasonably believe that you are about to become subject to any of them.

## 18. CONSEQUENCES OF TERMINATION

- 18.1 On termination of the Contract:
- 18.1.1 you will immediately make payment to us of all sums due under any of our outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately upon receipt;
- 18.1.2 you will return all of Our Materials and any Goods which have not been fully paid for. If you fail to do so, then we may enter the Premises (or the premises at which Our Materials are stored) and take possession of them. Until they have been returned, you will be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 18.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 18.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

## 19. UNEXPECTED EVENTS

- 19.1 If either party is in breach of any terms of the Contract by reason of any event outside that party's control ("Unexpected Event") then the party should contact the other party as soon as possible to let them know and steps should be taken to minimise the effect of the breach, where possible. Provided this is done, the party in breach will not be liable for losses or delays caused by the Unexpected Event.
- 19.2 Unexpected Events include (without limitation) any natural disaster, flooding, terrorist attack, civil commotion or riots, war, pandemic or epidemic, any law, regulation or any action taken by a government or public authority (including any enforced national, regional or industry-specific lockdown or restrictions), collapse of buildings, fire, explosion or accident, any labour or trade disputes, strikes, industrial action, non-performance by suppliers or subcontractors and interruption or failure of utility services.

## 20. GENERAL

### 20.1 Assignment and other dealings

- 20.1.1 We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 20.1.2 You will not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without our prior written consent.

### 20.2 Notices

- 20.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number or sent by email to the address specified in the Proposal.
- 20.2.2 Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day

delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by fax or email, at 9.00 am on the next Business Day after transmission.

- 20.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 20.3 **Severance.** If any provision or part-provision of the Contract 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 to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 20.4 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 20.5 **Entire agreement.**
- 20.5.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 20.5.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.
- 20.5.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 20.6 **Third parties rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 20.7 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 20.8 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 20.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.