

## East On Projects Terms and Conditions

### DEFINITIONS

**Agent** – someone instructed to act on Your behalf and under Your instructions. We may act as Your Agent for the procurement of Goods.

**Agreement** – the Agreement attached to these Terms and Conditions.

**Client** – You, as referred to at (2) of the Agreement.

**Confidential Information** – all information relating to the Project and the Client's business and affairs which either Party directly or indirectly receives or acquires from the other Party or any representative of the other Party whether in writing, by electronic mail or orally and which is not otherwise already in the public domain.

**Contract** – the Proposal, Agreement and Terms form collectively, the Contract.

**Deposit** – The agreed Deposit sum of the total value of the Services, as set out in the Proposal, payable upon signing the Agreement and in advance of the commencement of the Services.

**Fee** – As defined in the Agreement.

**Final Date For Payment** – the date, specified in each invoice, by which a payment that is due shall be paid.

**Goods** – Products, including furniture, fixtures, fittings and other materials, Used in the Project that We supply to You directly as Principal, or on Your behalf as Agent, as part of Our Services.

**Other Client Appointments** – other consultant or Services appointments which have been, or will need to be, made by the Client to enable Us to undertake Our work in connection with the Project.

**Party/Parties** – the signatories to the Agreement, the Client and the Company representative, as described in the Agreement.

**Practical Completion** – when the building work is certified as having achieved Practical Completion.

**Principal** – someone who negotiates the sale or purchase of Goods or Services in connection with the Project, and who agrees the same directly in the name of the Principal, or for whom the other acts as Agent. We will provide Our Services as Principal and take instructions from You directly on the same.

**Project** – as described in the Proposal and referred to in the Agreement.

**Project Schedule** – the estimated timeframe of Works as set out in Our Proposal.

**Proposal** – the Quote or Proposal attached to these Terms and Conditions and forming part of the Contract.

**Services** – the professional Services to be performed by Us, the Supplier, specified in the Proposal, which may be varied by Agreement.

**Site** – as described in the Proposal

**Supplier/We/Us/Our** – East On Projects Limited as referred to at (1) of the Agreement.

**Start Date** – the anticipated date at which the Services are to begin, as set out in the Agreement.

**Third-Party Suppliers** – Suppliers, other than Us, that supply Goods, from whom We may procure Goods on Your behalf as Agent.

**Working Hours** – standard Working Hours are Monday to Friday, between 9am and 5pm, excluding UK bank holidays and public holidays, unless otherwise agreed in writing between You and Us.

**Works** – the entirety of the Services and ancillary work that You engage Us to carry out, as set out in the Proposal and as amended from time to time as agreed by both Parties.

The provision of this Agreement continues to bind You and Us as long as necessary to give effect to the Parties' respective rights and obligations.

The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provision of or scope or intent of this Agreement.

### 1. Information about Us

- 1.1. East On Media Solutions; East On Commercial Interiors; East On Consultancy; East On Living are all trading names of East On Projects Limited, which is a private limited company registered in England under number 14329397, whose registered address is 2 Upperton Gardens, Eastbourne, East Sussex, England, BN21 2AH.
- 1.2. You can contact Us by phone at 0203 649 8585 or by email at [info@eastonprojects.co.uk](mailto:info@eastonprojects.co.uk).

### 2. Introduction

- 2.1. These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and You. Before signing the Agreement, please ensure that You have read these Terms and Conditions carefully. If You are unsure about any part of these Terms and Conditions, please ask Us for clarification.

### 3. Ordering Services from Us

- 3.1. Below, We set out how a legally binding Agreement between You and Us is made.
- 3.2. Any Fee estimate given by Us prior to Your acceptance of Our Proposal is not a binding offer by Us to supply such Services.

- 3.3. We only offer to provide Services when We have sent You Our Proposal and Agreement with these Terms (collectively, the "Contract"). At this point:
- 3.3.1. You must sign and return the Agreement; and
- 3.3.2. pay the Deposit sum agreed.
- We will then start to carry out the Services in accordance with the Agreement.
- 3.4. If You are under the age of 18 You may not buy any Services from Us.

#### 4. The Services

- 4.1. We will aim to carry out the Services within the time period as estimated in the Proposal. The time period given is simply given as a guideline based on Our experience of previous Projects. Time estimates may vary and be subject to change.
- 4.2. We will aim to begin work at the Start Date; however, this Start Date is simply given as an estimate and may be subject to variation.
- 4.3. Our carrying out of the Services might be affected by events beyond Our reasonable control. If so, there might be a delay before We can restart the Services, having made reasonable efforts to limit the effect of any of those events and having kept You informed of the circumstances, but We will try to restart the Services as soon as those events have been fixed.

#### 5. Our Responsibilities

- 5.1. We will:
- 5.1.1. Perform the Services with due regard to the Proposal;
- 5.1.2. We will ensure that We comply with all relevant codes of practice;
- 5.1.3. Inform You of any progress in the performance of the Services and, upon becoming aware of any issue that may materially affect the Project Schedule or quality of the Project, and any information, decision or action required in mitigation;
- 5.1.4. Inform You of a need to make any Other Client Appointments to perform work in connection with the Project and/or any information, decision or action required from You or Other Client Appointments in connection with the performance of the Services;
- 5.1.5. Act on Your behalf in the matters set out in the Proposal or in relation to any Project procedures agreed with You from time to time, subject to Your prior written approval;
- 5.1.6. Collaborate with any other providers or Contractors named in the Proposal or any other Parties who might reasonably be expected to perform work or Services and, where indicated in the Services, We shall

coordinate relevant information received from such persons within Our Design, but We shall not be responsible for the content of the information received; and

- 5.1.7. Make no material alteration to the Services or an approved design without Your prior written consent, except in an emergency, whereupon We shall confirm such actions to You without delay.
- 5.2. Before commencing performing the Services We will carry out a full inspection of the Site to check that the Services and any work requested are appropriate for the Site, practical and can be carried out safely.
- 5.3. We will provide the Services in accordance with the Contract (as may be amended by Agreement between You and Us from time to time).
- 5.4. We do not anticipate that sketches, plans, diagrams or similar documents will be provided to You in advance of Us commencing the Services. However, if provided, any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Services nor a guarantee of specific results.
- 5.5. We will Use reasonable endeavours to ensure that the Materials We Use match those chosen by You and are consistent throughout the Site (or relevant parts of the Site). There may be slight variations to the same Materials as a result of differences between photographs, catalogues and other Materials themselves, or as a result of minor technical changes which will not impact Your Use of the Material in question. Packaging may also vary. If different Materials are required due to non-availability, We will not supply them without consulting with You first.
- 5.6. We will ensure that all Materials comply with any relevant standards and are in a satisfactory condition at the time of Use.
- 5.7. We will ensure that the Services are performed with reasonable care and skill and to a reasonable standard of a Project Manager experienced in the provision of such Services for Projects of a similar size, nature and complexity to the Project.
- 5.8. We will notify You in advance if the work We are doing is likely to affect any area outside the Site and We will advise You of any remedial work You are likely to have to carry out. If further remedial work is needed, beyond the scope of the advice We gave, We will inform You of this as early as possible. These costs are not included in Our Proposals.
- 5.9. We will ensure that if You have provided Us with a set of keys or pass codes to the Site, that these are kept safely and securely.
- 5.10. We will properly dispose of all waste that results from Our provision of the Services. In the event that materials or products are delivered directly to the Site, then there may be additional charges

for Us to remove and dispose of packaging and palletes.

- 5.11. If We cause any damage during the course of providing the Services, which is not an intentional result of the Services provided, We will repair the damage before completing the Services.
- 5.12. If any inspections are required following the completion of the Services, We will arrange for the inspections to be carried out.
- 5.13. Before the Services are completed, We will work with You to produce a snag list identifying any faults or defects in the work done which We need to put right before completion of the Services. We will not be responsible for any defects which result from the work of third-Party Contractors over whom We have no control. Nor responsible for faults identified before the Project started.
- 5.14. We shall maintain, until the expiry of the period specified in the Agreement, professional indemnity insurance with a limit of indemnity not less than £5,000,000 (5 million pounds), provided such insurance continues to be offered on commercially reasonable terms to Us and the time when the insurance is taken out or renewed. When reasonably requested by You, We shall produce for inspection a broker's letter or certificate confirming that such insurance has been obtained and is being maintained.
- 5.15. We shall inform You as soon as reasonably practicable upon becoming aware that such insurance ceased to be available on commercially reasonable terms.
- 5.16. We shall not disclose Confidential Information unless:
  - 5.16.1. Disclosure is necessary for the proper performance of the Services, or in order to take professional advice in relation to the Contract or the Services, or in order to obtain/maintain insurance cover as required by the Contract;
  - 5.16.2. It is already in the public domain other than due to wrongful Use or disclosure by Us; or
  - 5.16.3. Disclosure is required by law or because of disputes arising out of or in connection with the Contract.

## 6. Your Responsibilities

- 6.1. Before We begin to provide the Services, You must ensure that:
  - a) If any consents, licences or other permissions are needed from any third Parties such as landlords, planning authorities, local authorities or similar, You must obtain them and pay any applicable Fees before We begin to provide the Services;
  - b) If any Party wall Agreements are needed, You must enter into those

Agreements before We begin to provide the Services;

- c) We will have access to the Site at all necessary times, either by giving one of Our representatives a set of keys to the Site or be present at the agreed times and from the Start Date of the Services to Us access;
  - d) You procure any materials, products, items or third-Party Services for which You have agreed to be responsible in good time for the Start Date of the Services and by any other date We agree during the provision of the Services;
  - e) We have access to electrical outlets and a supply of hot and cold running water; and
  - f) The area in which the Services are to be carried out is kept clear of furniture and other items and out of Use for the duration of the provision of Services unless We direct otherwise. If, for any reason, You decide to keep existing furniture in the Site during the Project, We will not accept responsibility for any loss or damage that may occur to the same.
- 6.2. Throughout the duration of the Project, You must:
- a) Provide Us with information in Your possession, or which is readily obtainable, and which We reasonably advise is necessary for the proper and timely performance of the Services, and We shall be entitled to rely on such information;
  - b) Make decisions and give approvals and necessary for the proper and timely performance of the Services;
  - c) Appoint or otherwise engage any other providers and Contractors required to perform work or Services under separate Agreements and require them to collaborate with Us. You shall confirm in writing to Us the work or Services to be performed by any Other Client Appointments;
  - d) Hold the Other Client Appointments, and not Us, responsible for the proper carrying out and completion of the work or Services entrusted to them under any other providers and Contractors;
  - e) Hold the other providers and Contractors, and not Us, responsible for the proper carrying out and completion of construction Works in compliance with any Building Contract.

- f) Not hold Us responsible for any instructions issued by You to other providers and Contractors; and
- g) Inform Us of any changes required to the Services and agree steps to mitigate the consequences of such change.
- 6.3. If You access the area in which the Services are carried at any time during the course of the provision of the Services, You must observe all relevant health and safety rules and must comply with any additional instructions We give, or Our representatives gives You.
- 6.4. Unless redecoration following completion of Services forms an agreed part of the Services, You will be responsible for any redecoration required.
- 6.5. You must give Us at least [5] days' notice if You no longer require Us to provide the Services on a particular day or at a particular time. We will not invoice for cancelled scheduled days on which Services Were to be provided, provided such notice is given. [If less than 5 days' notice is given, We will invoice You at the normal rate.]
- 6.6. If You do not provide the required access to the Site or make it impossible for Us to provide the Services (for example, by failing to properly procure the relevant materials, products or Supplier(s) which You are arranging) or by failing to comply with any other provision of this clause 8, We may invoice You for any additional charges incurred at Our Usual rate (or part thereof), as set out in clause 8 below.
- 6.7. You acknowledge that We do not warrant:
- a) That planning permission and other approvals from third Parties shall be granted at all or, if granted, will be granted in accordance with any anticipated timescale;
  - b) Compliance with any Project Schedule and Project Cost, which may need to be reviewed for, but not limited to:
    - i. variations requested by You;
    - i. Fluctuations in market prices;
    - ii. Delays caused by other providers, Contractors, You or any other factor that is not Our responsibility under the Contract;
    - iii. The discovery at any time of previously unknown factors which Were not reasonably foreseeable at the date of the Contract; and
    - iv. Events beyond Our control e.g., national lockdowns or national shortage of materials.
- 6.8. You shall not disclose Confidential Information unless:
- a) Disclosure is necessary to take professional advice in relation to the Contract or Services;
  - b) It is already in the public domain other than due to wrongful Use or disclosure by You; or
  - c) Disclosure is required by law or because of disputes arising out of or in connection with the Contract.
- 7. Changes to the Service**
- 7.1. Any changes You request to the Project and/or Services must be made in writing to Us.
- 7.2. Any desired changes to the Proposal must be communicated promptly. Any changes to previously approved work requiring additional Services will be subject to additional Fee billing in accordance with clause 8.11.
- 7.3. Where part of the Services includes ordering Goods on Your behalf, the third-Party Supplier's terms and conditions apply and, by agreeing to purchase Goods from the Supplier, You will enter into a separate Agreement for this with them. For further details, please refer to the specific clauses, below.
- 8. Charges and payment**
- 8.1. We will let You know the basis of calculating the charges for the Services and Products (and any extra charges such as delivery charges) to the fullest extent We can, when You place an order with Us.
- 8.2. Our Proposal sets out the estimated Fee and the basis upon which it has been calculated. Please note that Fees may increase for reasons beyond Our control and as such, You acknowledge that We are not liable for any increase in costs of the Services.
- 8.3. The Fee will include the price payable for the Services and for the estimated materials required.
- 8.4. We will where reasonably possible Use only the materials (and quantities of materials) set out in the Agreement; however, if additional materials are required, We will adjust the Fee to reflect this. We will keep any increases to a necessary minimum, will keep You informed at all times, and will not proceed without Your Agreement.
- 8.5. We may charge You a lower or higher amount than stated in the Scope of Works and this might occur for a number of reasons, including but not limited to:
- 8.5.1. Change in Your requirements under the Services;
  - 8.5.2. the timescale in which You need Us to perform the Services changes;

- 8.5.3. a requirement by You or necessity for additional Services;
  - 8.5.4. the Services differ from what We agreed before We started carrying out the Services;
  - 8.5.5. it becomes clear the extent of Services We will need to carry out is different from what We agreed before We started carrying out the Services and We could not have reasonably foreseen this;
  - 8.5.6. the price of materials or quantity of materials required increases; and
  - 8.5.7. You require alternative materials.
- 8.6. We will aim to invoice You on a monthly basis or as set out in the Proposal. Please contact Us Using the contact details set out in the Agreement for Services, if You want any further information on Your bill or have a query on it.
- 8.7. We accept bank transfers only, the account details for which are as below.

**Bank: NatWest**

**Account No: 52149633**

**Sort Code: 60-07-47**

- 8.8. If You fail to make a payment due Us under this Agreement by the due date, then, without limiting Our remedies under clause 22 (Ending the Agreement), You shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment.
- 8.9. Simple interest under this clause will accrue each calendar day from the day after the due date, at a rate of 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 8.10. The price of Our Services:
- 8.10.1. is in pounds sterling (£) (GBP);
  - 8.10.2. excludes VAT;
  - 8.10.3. does not include Our reasonable reimbursable expenses outside of the Proposal as agreed between both Parties;
  - 8.10.4. does not include the cost of third-Party Contractors or their materials;
  - 8.10.5. does not include the cost of any Goods You authorise Us to purchase on Your behalf; and
  - 8.10.6. does not include the cost of any necessary planning or building control application (or both) to the local authority.
- 8.11. If You ask Us to undertake additional Services, these may be performed on an additional Fee basis. We will provide You with an outline of the additional Services and Fee for those additional Services upon Your request. Any additional

Services shall be subject to all terms and conditions of this Agreement.

- 8.12. Should You instruct Us to carry out additional Works following Practical Completion of the Project, a new Proposal will be submitted.

## 9. Reimbursable Expenses

- 9.1. Reimbursable expenses including those incurred by Our consultants are not included within the Fee for Services.
- 9.2. Reimbursable expenses shall include expenditures made in the interest of the Project including, but not limited to transportation; reproduction of drawings; postage and delivery charges.
- 9.3. The following reimbursable expenses will only be incurred after receiving written prior consent by the Client: computer plots; model building; additional renderings; specifications and reports; special supplies; equipment rental; and agency and permit Fees.

## 10. Procurement of third-Party Goods as Agent

- 10.1. Where We agree to procure (source and negotiate the purchase of) Products from Third-Party Suppliers, We may do so as Agent for You and on Your behalf. We will inform You when this is the case, and We will provide Our Usual standard of care when doing so.
- 10.2. Any Agreement for the third-Party Goods (and any related installation) will be between You and the Third-Party Supplier and We will place orders for Goods on Your behalf with Your express authority and will inform the Third-Party Suppliers that We are acting as Your Agent.
- 10.3. You understand that, when instructing Us to procure Goods on Your behalf as Agent, You agree to be bound by the Third-Party Supplier's terms, such as delivery times and returns policy.
- 10.4. In return for acting as an Agent to procure third Party Goods, We reserve the right to charge a non-refundable handling Fee.
- 10.5. You understand and agree that the Agreement for the third-Party Goods is not directly between You and Us, but that You will pay Us the price of the Goods, plus any handling Fee as per clause 14.4, and We will pay the Third-Party Supplier the cost of the Goods in accordance with their own payment terms.
- 10.6. We will require payment in advance of the payment becoming due to the Third-Party Supplier of the Goods. We will have no liability to any third-Party in regard to the making of any payments to the third-Party and will only do so where We have received payment in advance by You and Your express instructions to make the payment.
- 10.7. Price estimates for third-Party Goods and any subsequent revised estimates are subject to finalised detail. We reserve the right to change prices quoted in accordance with changes by Suppliers. Costs for procurement of the Goods

may increase due to factors beyond Our control, including Supplier costs, delivery costs, foreign exchange Fees, taxes, materials and labour costs.

- 10.8. The costs set out in Our Proposal may not include custom Fees (where applicable). These will be calculated after You have confirmed Your Agreement in writing to the proposed plans and designs.
- 10.9. Third-Party invoices are available upon request.
- 10.10. As the Contract for third Party Goods is directly between You and the Third-Party Supplier and not Us, We accept no liability in respect of any faults, damage or irregularities to the Goods.
- 10.11. We are not liable for any additional charges incurred in respect of the procurement, for example, as a result of a failed delivery, damaged Product or price increase.
- 10.12. Lead time of the Products procured is an estimate as provided to Us by the third-Party Supplier. We are not responsible for any delays in delivery or losses arising thereon.
- 10.13. Unless You instruct otherwise, Products will be delivered directly to Site. Delivery and acceptance of Goods shall be in accordance with the terms of the Third-Party Supplier.
- 10.14. We will ask you to make someone available to inspect the Goods upon delivery. Should You instruct Us to do so on Your behalf, or else you fail to provide someone to do so, you waive Your right to inspection of Goods, and these will be deemed to be accepted.
- 10.15. If you ask Us to accept delivery of the Goods, transport from kerb to Site or install a Product, We shall have no liability for any damage caused to the Product.
- 10.16. If, for any reason, You are not ready for delivery on the agreed Delivery Date, You will be liable for any Fees or charges incurred for rearranging Delivery or the return of Goods to the Third-Party Supplier.
- 10.17. Any returns will be subject to the Third-Party Supplier's terms and conditions. You acknowledge that returns may not be possible or may be subject to additional restocking or delivery Fees.
- 10.18. If You fail to instruct Us to return Goods prior to the deadline in the Third-Party Supplier's return policy, You may lose Your right to return the same. We will not be responsible for any losses, restocking Fees or additional delivery costs that arise as a result.
- 10.19. You agree to indemnify Us, and keep Us indemnified, against any and all losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by Us and/or arising from failure by You to discharge any of Your liabilities under Your Agreement with a Third-Party Supplier, deliverer, installer or other third Party in connection with the procurement.

- 10.20. Nothing in this clause affects Your rights against the Supplier under the Consumer Rights Act 2015.

## **11. Supply of third-Party Goods as Principal**

- 11.1. Where We agree to procure (source and negotiate the purchase of) Goods from Third-Party Suppliers, We may do so in Our capacity as Principal. We will inform You when this is the case, and We will provide Our Usual standard of care when doing so.
- 11.2. When acting as Principal, Our standard terms will apply, as set out in clauses 12-15, below.

## **12. Delivery of Goods**

- 12.1. We will let You know the estimated Delivery Date of Goods at Site and will Use all reasonable endeavours to fulfil Your order before or on the Delivery Date specified.
- 12.2. Where, for any reason, the Delivery Date cannot be met, We will inform You of an amended date as soon as reasonably practicable.
- 12.3. You must ensure that someone is on Site to inspect and accept delivery of Goods.
- 12.4. If, on the agreed Delivery Date, You, for any reason, are unable to provide access, or availability of staff, to accept delivery of Goods, You may be liable for additional charges as a result.

## **13. Quality of Goods**

- 13.1. The implied terms of Sections 13 to 15 of the Sale of Goods Act 1979 are excluded.
- 13.2. If you fail to provide someone to inspect Goods upon delivery, You will be deemed to have waived Your right to do so and deemed to have accepted Goods.
- 13.3. If You believe, upon inspection of the Goods and in any event, prior to installation, that these are not of satisfactory quality, You must inform Us immediately and, in any event, within 2 working days.
- 13.4. Any faults or damage caused by Us reported to Us within 2 working days of delivery so that We may inspect the Goods and arrange for replacement if appropriate.
- 13.5. You shall not be entitled to replacement, price reduction, refund or repair by Us if You fail to report any fault within 2 working days of delivery and in the event where these remedies are still available, You may be liable for any additional charges incurred in Us facilitating these.

## **14. Risk and Title**

- 14.1. The risk in the Goods passes to You when You take possession of the Goods. In other words, You are responsible for the Goods when delivery to Site has taken place.
- 14.2. Where Goods have been delivered to Site at a time before Practical Completion, i.e., when We are still working, and are awaiting installation, Our insurance will cover any risk, loss or damage to such Goods.



- 14.3. Where Goods have been delivered to Site after Practical Completion, or where We are no longer working, and are awaiting installation, risk or loss or damage to the Goods shall be borne by You.
- 14.4. During installation, the risk of damage to the Goods caused by Us or Our representatives or employees shall be borne by Us.
- 14.5. Damage that is caused to Goods supplied by Us after they have been installed will be at Your risk.
- 14.6. Ownership of the Goods will remain with Us until payment is received in full. Once You have paid the price in full, You will own the Goods.

#### **15. Return of Goods**

- 15.1. If, following acceptance of Goods and without prejudice to clause 13, You inform Us that you would like to return Goods, and We are able to do so, You will be liable for any additional charges incurred as a result.
- 15.2. This may include restocking charges, transportation costs, as Well as Our Fees for additional time spent in doing so and any delays to the Project Schedule as a result.

#### **16. Bespoke items**

- 16.1. Where We agree to procure (source and negotiate the purchase of) Bespoke Products from third Party Suppliers, You agree that We will do so as Principal for You and on Your behalf and as such, the terms of clauses 11-15 apply here.
- 16.2. We will provide You, wherever possible, with line drawings, measurements, full description, hardware detailing and best likeness finish samples for Your approval. As these items are bespoke and altered to suit Your Site, it is possible that there may be alterations to the original design.
- 16.3. We will only produce technical construction drawings following Your written approval and confirmation of the order and upon Our receipt of any requested Deposit.
- 16.4. You must approve all detailing before the Product is commissioned. Any alterations or amendments after production has commenced require written instructions from You and further approval of corrected drawings, although You acknowledge that this may not always be possible.
- 16.5. We are not responsible for any delays in manufacturing or the overall Project Schedule arising from such amendments.
- 16.6. If You wish to cancel any orders, You must give notice to Us in writing. You acknowledge that cancellation may not always be possible and may not be refundable. In any event, You will be liable for any costs incurred for amendments or cancellation.
- 16.7. All intellectual property produced by Us in the course of such commissions, including sketches, ideas, technical drawings, and visuals belong to Us and cannot, in any circumstance, be Used,

copied or presented to other Suppliers or any third Parties. Such action will give rise to, among others, an action for breach of Contract.

- 16.8. Please note that, as these items are bespoke, they are not returnable or refundable.
- 16.9. We may request part-payment upfront for specific commissions.
- 16.10. Unless otherwise stated in this clause, Our standard payment terms apply.

#### **17. Other Client Appointments (Fitters, Builders, Specialist tradesmen)**

- 17.1. We may pass You the details of Our recommended Contractors for You to Use on the Project. You acknowledge that We take no responsibility for the workmanship, professionalism or timely completion of the Works by these Contractors. Our recommendation may be based on previous good working relationships with said Contractors, referrals from partner companies, or references. Under no circumstances will We be held liable for any issues, delays or costs arising from Our recommended Contractors, or any other Contractors responsible for the implementation of the design. Your Agreement for Works is between yourself and the Contractor and should be formalised in a Contract (JCT Contract or similar) prior to the commencement of the Works.

#### **18. Publicity**

- 18.1. Where the Project is published or exhibited, We require full and accurate credit.
- 18.2. We require specific authorisation in writing in advance for all publicity utilising East On Projects Limited with Project promotion.
- 18.3. If this Agreement is terminated prior to the completion of the Services, You can only Use any interim reports or other documentation for Your own personal or internal purposes unless We give You specific written consent.

#### **19. Intellectual Property**

- 19.1. We shall own all design rights, copyright, patent rights and other intellectual property rights in all designs, deliverables, concept, strategy, renderings and drawings developed under the terms of this Agreement, even where these have been commissioned by You, except where We specify in writing. This clause generally asserts Our moral right to be identified as the author of such work.
- 19.2. No part of any of Our designs may be registered under the Registered Designs Regulations 2001 by You without Our prior written knowledge.
- 19.3. We shall have the right to publish photographs and other information relating to the Project and You shall give Us access to the Project within a reasonable time following Practical Completion of the Project for this purpose.

- 19.4. To the extent that Our Fee and other amounts are properly due and paid, You shall have a licence to copy and Use all drawings, documents and designs provided by Us in either paper or digital formats.
- 19.5. If You would like Us to assign Our copyright and ownership of Our designs, We can do so for a Fee and this will be subject to a separate Agreement under which We may retain the right to Use, re-Use, distribute, modify and edit the designs.
- 19.6. Copying or Use of the drawings and documents by Us, which have been provided in either paper or digital formats by any Other Client Appointments providing Services to the Project, shall be deemed to be permitted under a sub-licence granted by You, whether such drawings and documents Were issued by You or on Your behalf.
- 19.7. We shall be liable to You in respect of any reasonably foreseeable and fully mitigated expenses, losses or damages directly suffered by You as a result of any of Our work being in breach of copyright or any other intellectual rights of any third Party, except where specific otherwise in these Terms.
- 19.8. We shall not be liable for any Use of the drawings and documents by You or any third-Party, which have been provided in either paper or digital formats, other than for the purpose for which they Were prepared and provided by Us.
- 19.9. If, at any time, You are in default of payment of any Fees or other amounts properly due, We may suspend further Use of the licence and any sub-licences for the drawings and documents to which the unpaid monies relate on giving 7 days' notice of the intention to do so. Use of the licence may be resumed on receipt of such outstanding amounts.
- 19.10. Should this Agreement terminate, for any reason, before Practical Completion has taken place and Our Fee has been paid in full, any licence granted by way of this Agreement shall also be terminated, unless We agree otherwise.
- 19.11. The Fee for the performance of the Services shall include all royalties, licence Fees or similar expenses for the making, Use or exercise by Us of any invention or design patents, etc. for the purposes of performing the Services during the Project.
- Agreement shall return all Confidential Information to the Client if so desired.
- 20.2. We reserve the right not to disclose information or details of Our Suppliers.

## 21. Your privacy and personal information

- 21.1. Our Privacy Policy is available at [www.eastonProjects.co.uk](http://www.eastonProjects.co.uk)
- 21.2. Your privacy and personal information are important to Us. Any personal information that You provide to Us will be dealt with in line with Our Privacy Policy, which explains what personal information We collect from You, how and why We collect, store, Use and share such information, Your rights in relation to Your personal information and how to contact Us and supervisory authorities if You have a query or complaint about the Use of Your personal information.

## 22. Ending the Agreement

- 22.1. If either Party fails substantially to perform in accordance with its terms, this Agreement may be terminated by the other Party upon a 30-day written notice.
- 22.2. We may also suspend or terminate performance of any or all of the Services and other obligations under the Contract by giving You at least 7 days' written notice on the following grounds:
- 22.2.1. We are prevented from or impeded in performing the Services for reasons beyond Our control;
- 22.2.2. Force majeure; and
- 22.2.3. Any other reasonable grounds for suspension or termination of the Contract.
- 22.3. In the event of suspension or termination, We shall cease performance of the Services and/or other obligations under the Contract in an orderly and economical manner on the expiry of the notice period after receipt or issue of a notice of suspension or termination.
- 22.4. Where a breach is remediable and the Party in breach has not remedied the breach within 30 days of receiving notice, the Agreement may be terminated immediately (without prejudice to other remedies available under this Agreement or Your statutory rights).
- 22.5. Where Services are suspended by either Party after serving notice in accordance with clauses 22.1 and 22.2 above and not resumed within three months, We have the right to treat performance of the Services as ended, on giving at least 7 days' further written notice to You.
- 22.6. The direct or indirect effect of any period of suspension arising from a valid notice given under clause 22.1 or clause 22.2 shall be taken into account for the purposes of assessing Our compliance with the Project Schedule.
- 22.7. Performance of the Services and/or other obligations may be terminated immediately by notice from either Party if:

## 20. Confidentiality

- 20.1. All information relating to the business operations of the Client shall be treated as Confidential Information to East On Projects Limited. Any such information shall be Used solely for the purpose for which it was provided and upon conclusion or termination of this



- 22.7.1. The other Party becomes bankrupt or is subject to a receiving or administration order, and/or goes into liquidation, and/or becomes insolvent (as defined in the Housing Grants, Construction and Regeneration Act 1996), and/or makes any arrangements with creditors; or
- 22.7.2. the other Party becomes unable to perform its obligations through death or incapacity.
- 22.8. On termination of performance of the Services and/or other obligations under the Contract, a copy of any drawings and documents produced pursuant to the Services and not previously provided by Us to You shall be delivered to You by Us, subject to the terms of the licence under clause 19 and payment of any outstanding Fees and other amounts due plus Our reasonable expenses.
- 22.9. If this Agreement is ended it will not affect Our right to receive any money which You owe to Us under this Agreement. You shall be required to make payment in full for the full Services performed up to the date of termination date, including any applicable reimbursable expenses.

### 23. Limitation on Liability

- 23.1. Except for any legal responsibility that We cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of Your personal information, We are not legally responsible for any:
  - 23.1.1. losses that Were not foreseeable to You and Us when the Agreement was formed;
  - 23.1.2. losses that Were not caused by any breach on Our part;
  - 23.1.3. business losses;
  - 23.1.4. losses to non-consumers;
  - 23.1.5. damage caused to Site whilst undertaking design only Projects; and
  - 23.1.6. damage caused by Other Client Appointments.
- 23.2. Where You are a trade Client (i.e., not an individual consumer):
  - 23.2.1. We shall not be liable for consequential, indirect or special losses;
  - 23.2.2. We shall not be liable for any of the following (whether direct or indirect): loss of profit; loss of data; loss of Use; loss of production; loss of Agreement; loss of opportunity; loss of savings; harm to reputation or goodwill.
  - 23.2.3. Subject to clause 23.1, Our total liability shall not exceed the sums payable by You under the order to which the alleged liability relates;
- 23.3. In respect of any claim by You under the Contract, Our liability shall be limited to such sum as shall be agreed between the Parties or

adjudged by the Court to be the proportion of the loss to You caused by Our failure to exercise reasonable skill, care and diligence in the performance of Our duties under the Contract. This proportion is to be calculated on the basis that:

- 23.3.1. All other consultants, Contractors and other professionals providing work or Services for the Project are deemed to have provided to Your Contractual undertakings in respect of their work or Services on terms materially no less onerous than those which apply to Us under this Contract;
- 23.3.2. There are deemed to be no exclusions or limitations of liability or joint insurance or co-insurance provision between You and any other persons referred to in this clause;
- 23.3.3. All the persons referred to in this clause are deemed to have paid to You such sums as it would be just and equitable for them to pay having regard to the extent of their responsibility for that loss or damage.

### 23.4. In any such action or proceedings:

- 23.4.1. Our liability for loss or damage shall not exceed the amount of Our professional indemnity insurance specified at clause 5.14; and
- 23.4.2. No employee of East On Projects Limited or any Agent of East On Projects Limited shall be personally liable to You for any negligence, default or any other liability whatsoever arising from performance of the Services.
- 23.5. We have no liability whatsoever for delays or damage caused by Third-Party Suppliers, Contractors or Other Client Appointments.
- 23.6. Unless otherwise expressly agreed, We shall have no liability to any third Party in regard to the making of any payments to the third Party in regard to Goods procured as Agent. This includes not being liable to make payment to Suppliers, installers or other Parties when acting as Agent.
- 23.7. You agree to indemnify and keep Us indemnified from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by Us and/or arising from failure by You to discharge any liabilities under an Agreement with a Supplier, deliverer, installer or other third Party in connection with the procurement of Goods on any grounds.

### 24. Entire Agreement

- 24.1. This Agreement by East On Projects Limited herein represents the entire understanding and Agreement between the Parties hereto relating to the Services and supersedes any and all prior Agreements, whether written or oral, that may

exist between Parties regarding it. The terms and conditions of this Agreement shall govern any other documents that may conflict with this Agreement. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing and signed by both Parties.

- 24.2. If any clause or part of any clause of the Contract is ruled by the courts or declared to be invalid or unenforceable in any way, it shall be severed from the Contract and this shall not affect any other clause of the Contract, nor the validity of the remaining clauses of the Contract, which shall remain in full force.
- 24.3. Neither Party shall at any time assign the benefit of the Contract or any rights arising under it without the prior written consent of the other. Such consent shall not be unreasonably withheld.
- 24.4. We reserve the right to subcontract performance of any part of the Services without notice to you. Any such subcontracting shall not relieve Us of responsibility for carrying out and completing Services in accordance with the Contract.
- 24.5. The Parties may, by Agreement, novate the Contract on terms to be agreed.

## **25. Disputes**

- 25.1. We will try to resolve any disputes with You quickly and efficiently.
- 25.2. If You are unhappy with:
  - 25.2.1. Our service to You; or
  - 25.2.2. any other matterplease contact Us as soon as possible.
- 25.3. Any complaints will be dealt with in accordance with Our internal complaint's procedure, in the first instance.
- 25.4. We may attempt to settle any dispute with You under this Contract by negotiation or mediation, or either Party may refer the matter to adjudication or legal proceedings.
- 25.5. If You want to take court proceedings, You agree to submit to the exclusive jurisdiction of the Courts of England and Wales.
- 25.6. The laws of England and Wales will apply to this Agreement.

## **26. Third Party rights**

- 26.1. There is no intention to grant rights to third Parties pursuant to the Contracts (Rights of Third Parties) Act 1999, other than to lawful assignees, and as such, no one other than a Party to this Agreement has any right to enforce any term of this Agreement.