

Studio Vero Ltd

Company number 09121964

Version: January 2023

1. THESE TERMS

- 1.1 **What these terms and conditions cover.** These terms and conditions (“**Terms**”), together with any additional terms and conditions contained in our confirmation of acceptance of your order (“**Order Confirmation**”) along with any subsequent agreed Variations, will constitute the legally binding contract between us (“**Agreement**”) under which we have agreed to supply the Services to you. The Services are defined in the Order Confirmation. Unless we expressly agree in writing to the contrary, any Order Confirmation is only valid and binding when it relates to our providing you with design consultancy services in respect of the residential property specified in the Order Confirmation (“**Property**”).
- 1.2 **About any terms you have requested.** Unless we have expressly agreed in writing before issuing the Order Confirmation, then any terms you propose are not accepted and so do not form part of any Agreement between us.
- 1.3 **Why you should read these Terms.** Please read these Terms carefully before you submit your order request to us. These Terms tell you who we are, how we will provide our Services to you if we accept your order request, how you and we may change or end an Agreement between us, what to do if there is a problem, and other important information. If you think that there is a mistake in these Terms (or you require any changes) then please contact us to discuss before submitting your order request/accepting these Terms. If you submit an order request which we accept, then our acceptance will be solely on these Terms unless we have expressly agreed otherwise in writing.
- 1.4 **Your deemed acceptance of these Terms.** By purchasing any of our Services you are deemed to have accepted these Terms, whether or not you have read them and whether or not you have actually accepted them.
- 1.5 **Updating of these Terms.** We reserve the right, at any time and at our sole discretion, without notice to you, to change, modify, add to, or remove any provisions of these Terms. The Terms that are the then current Terms applicable on the day we issue an order Confirmation shall be the Terms that apply to the relevant Agreement between us. Subject to clause 6, these Terms will not change during the course of the relevant Agreement between us, unless the Agreement exceeds 12 months in duration, in which case we have the right to amend these Terms at any time after the end of the twelfth month and every twelve months thereafter for the entire duration of the relevant Agreement. If you do not accept any revisions to these Terms when notified to you on the said anniversaries, then you have 14 days from receipt to give us notice in writing that you are terminating the relevant Agreement immediately. You will be required to pay for any Services which have been wholly or partially performed (which includes our having committed to purchase third-party goods or services where we are not able to terminate those orders without loss or difficulty). We are entitled to terminate the Agreement immediately on the same basis if you have not fully accepted any revised Terms within the said 14 days.

- 1.6 **Contradiction between terms.** If there is a contradiction between the terms set out in our Order Confirmation and the terms set out in this document, then the provisions of our Order Confirmation will take priority.
- 1.7 **Design Proposal documents are not part of the Terms or Agreement.** Design Proposal documents and representations (whether verbal or in writing) made prior to the Order Confirmation do not constitute part of the Agreement and so are not binding or otherwise applicable representations. Any representations that you wish to rely on should be contained within the Order Confirmation otherwise they will not be applicable to the Agreement.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Studio Vero Ltd, a company registered in England. Our company registration number is 09121964 and our registered office is at 73 Cornhill, London, EC3V 3QQ. Our website can be found at URL www.studio-vero.com.
- 2.2 **How you and we are referred to in these Terms.** We are referred to in these Terms as either **Studio Vero, we, us, our** or **ours**. References to **you, your** or **yours** are all references to you. When the context requires, references to **us** may mean the both of us together.
- 2.3 **How to contact us.** You can contact us by telephoning us at +44 (0)20 3818 0210, or by writing to us at our principal place of business, 11 Pembridge Studios, 27a Pembridge Villas, London, W11 3EP, or by emailing us at info@studio-vero.com.
- 2.4 **Social media limitations.** Although we have an Instagram account @studiovero and are on WhatsApp, these are for every-day short communications. For anything of importance, such as wanting to change your contract with us or to issue specific instructions or approvals (see clause 6.4), you must write to or email us. You cannot alter these Terms via social media or messaging apps.
- 2.5 **How we may contact you.** If we have to contact you then we will do so by telephone, or by writing to you at the email address and/or postal address set out in the Order Confirmation or via direct messaging (but note the limitations mentioned in clause 2.4 immediately above.)
- 2.6 **Writing includes emails.** When we use the words "**writing**" or "**written**" in these Terms, this includes emails but does not include social media, direct messaging or fax.

3. OUR AGREEMENT WITH YOU

- 3.1 **Acceptance of service requests from you.** Our acceptance of your request for our services is not automatic. Your order request will only be deemed accepted once we have confirmed acceptance in writing by sending you an Order Confirmation – even if you have paid in advance. Only once we have confirmed acceptance via an Order Confirmation will a legally binding Agreement come into existence between you and us.
- 3.2 **An order request may be rejected for a specific reason or none.** We have the right at our sole discretion to reject any order request (or Variation request) that you place. The reasons may include we do not offer the service you require or cannot provide it at the price you wish to pay, or we cannot commit to the timescale in which you want the work completed. We may also decline an order request for other reasons, e.g., because of concerns about payment, or because you want us to work under terms that we do not agree

with. These are merely examples, but in any event, we reserve the right to refuse to accept an order request without giving any reason for our refusal.

- 3.3 **From whom we will take instructions.** The person(s) named in the Order Confirmation are the only people from whom we will accept instructions and are the only people to whom we are obliged to disclose information. You can amend the list of persons at any time but must do so in writing. Where more than one person is named, then we shall be entitled to assume that if we give information to one named person then they will notify all others and, conversely, where we receive information or instructions from one named person they are communicating with us with the prior consent of the other named persons.
- 3.4 **Instructions from third parties.** An exception to the rule in clause 3.3 above is that we are entitled to assume that information and instructions received from others retained by you (e.g., your architect or your personal/household staff) are given by them with your approval and on your behalf (and in respect of third parties retained by you such as your architect or builders so long as the instructions reasonably can be seen as relating to the matter for which they have been retained).
- 3.5 **Exclusivity.** Our Services are non-exclusive. You acknowledge that as we may be acting for other clients at the same time as acting for you, which means there may be times when we are not available at short notice, or to respond to requested deadlines.

4. OUR SERVICES

- 4.1 **Our Services.** We shall provide you (at the agreed Property only) with the design consultancy services specified in the Order Confirmation (and as may be varied from time to time under these Terms). For the avoidance of doubt, our Services are limited to advising you as consultants working on the redesign and renovation of your Property. Our Services do not include implementation. Implementation of our designs from start to finish will be done by architects, builders, artists and other third parties whom you chose and whom you instruct (or whom you ask us to instruct upon your behalf, acting as your agent).
- 4.2 **Services may be delivered in the manner we deem most appropriate.** Unless the definition of Services in the Order Confirmation details method and/or time of Service performance, we shall at our sole discretion determine how and when to deliver the Services to you, and shall use our reasonable endeavours when doing so. We shall endeavour to make reasonable allowances to meet your reasonable requests but are not bound to comply with such requests.
- 4.3 **Time for performance.** Unless agreed to the contrary in writing, we shall be available to meet and perform the Services between the “**Service Hours**” of 9:00am to 5:30pm on Monday-Friday (English bank holidays excluded). We will often work outside Service Hours, but do so at our sole discretion.
- 4.4 **Time shall not be of the essence in the performance of the Services.** All dates and times given by us are non-binding estimates that we will use reasonable endeavours to meet but cannot guarantee to do so.
- 4.5 **Access.** If necessary, we shall agree access times to the Property. We shall not be responsible for any errors or omissions or additional costs or delays arising from failure to provide us with access when needed or as agreed.
- 4.6 **Condition of the Property.** You acknowledge that our Services assume that the Property has been maintained to a level suitable to accommodate the redesign and renovation works to be done. We will not

undertake any structural fitness audit or similar investigation before undertaking our design work and will rely upon you to draw to our attention in good time to any structural or other problem that might impact the implementation of our design.

5. PROPERTY PROFESSIONALS, TRADESPEOPLE, ARTISTS & OTHER THIRD PARTIES

5.1 **This is a large and/or complex project.** You acknowledge that the redesign and renovation of your Property may be a large and/or complex project likely to involve numerous steps and many different third parties such as tradespeople, professionals and artists. Most projects also require a variety of legal consents and approvals. We strongly recommend that you retain a project manager (or an existing third party willing to undertake the role of project manager, e.g., an architect, in addition to any architectural work to be done). We are not a substitute for a project manager and as a result, we will not be held responsible for any problems, delays, additional expenses or cost/timetable overruns (or cost/timetable under-estimates) resulting from project management issues.

5.2 **Recommendations in respect of property professionals/consultants.** We may, upon request, help you identify some of the various property professionals and property consultants that you will need to engage with to implement our design consultancy advice: e.g. architects, builders, surveyors, and similar property professionals and consultants. However, such assistance is solely at our discretion, and if we do help you locate such professionals, then it is strictly on the basis that:

- (a) **we are performing an introduction only.** Any introduction or recommendation is not a guarantee. It is for you to satisfy yourself through your own due diligence that the third party is suitable for you and that you wish to retain them on the terms they offer. Our introduction implies no guarantee that the third party can and shall perform as required, and makes no express or implied representation as to suitability, performance or otherwise;
- (b) **you will be responsible for managing the property professionals.** This covers the entirety of the time of their involvement with the Property. We will not be managing or monitoring their performance. To aid speed and efficiency, we may at our discretion and on your behalf give minor instructions or explain, discuss or clarify our design intentions;
- (c) **you are responsible for all financial arrangements with and payments to them.** Any agreements we enter into with a property professional/consultant to buy goods or services from them shall, unless agreed otherwise in writing, be done entirely as your agent acting upon your behalf and in your name, even if we sign agreements with them on your behalf under our own name.
- (d) **we do not accept any financial or other liability** arising from our interaction with the property professionals/consultant upon your behalf as agent or in our own behalf under an agreement.
- (e) **if there is a dispute between you and them then we are under no obligation to become involved in resolving such dispute.** If we do become involved, then it will purely be on an informal basis where we can potentially act as a go-between acting in good faith. Should we get involved as go-between we will have no responsibility to represent one side or the other, nor obligation to manage the resolution of the dispute nor liability to achieve any outcome, and we reserve the right to cease involvement at any time at our sole discretion. We accept no liability (other than that statutorily imposed) arising from such involvement;
- (f) **confidentiality is waived.** We will have the right to give them information and instructions on your behalf as necessary, and we are authorised to receive information from them.

- 5.3 Separately from potentially introducing you to property professionals/consultants we can upon request use our large network of artists and artisans to source bespoke furniture, fixtures, fittings, curtains, etc. In respect of these persons:
- (a) At our discretion we will again be instructing them as your agent, but we will liaise with them upon your behalf.
 - (b) With the property professionals referred to in clause 5.2 above, we do not receive any form of trade discount or rebate. However, for artists and artisanal suppliers we generally receive a trade discount. If we do then this will automatically be rebated to you, though because of the additional work involved we shall charge a procurement handling fee which will be a percentage of the purchase price. We will notify you of the fee at the time and only proceed with such referrals if you agree to it.
- 5.4 **Legal consents and approvals.** Each Property will have its own requirements regarding necessary legal consents. Consents for a wide variety of matters may be required from a variety of third parties (including but not limited to permission to use a skip, suspension of parking, planning permission, listed building alteration permits, third party wall consents and mortgagee/freeholder/other leaseholder approvals). It is solely your responsibility to identify and obtain such consents, and we recommend you seek professional advice on this matter before placing an order request with us. If we do assist it shall be on the basis that we are not assuming any obligation to assist. We will not be responsible for checking or ensuring that all necessary consents have been identified and complied with. If any such consents come with conditions that may affect the Services that we provide, then you are under an obligation to promptly notify us giving full details. If notified of such requirements after sending you an Order Confirmation, we reserve the right to be reimbursed (or ask you to pay) any additional expenses arising and, at our sole discretion, a reasonable sum to cover any additional work required by us.

6. CANCELLATION OF / VARIATION TO CONFIRMED SERVICES YET TO BE PERFORMED

- 6.1 **If you wish to cancel** contracted-for Services which have not yet been performed, then other than as set out elsewhere in these Terms (e.g. under clause 9) or under any 14-day cooling off period granted by law, you have no inherent or automatic right to cancel any Agreement with us. That said, we would normally look to accommodate any request for early cancellation.
- 6.2 We would seek to agree the terms of any cancellation, usually at the bare minimum (and subject to our agreement in writing) we would require payment for (i) all work done which has not yet been paid for; (ii) any goods or services, costs or expenses which have been contracted for in advance for which we might be held liable to make payment (including but not limited to goods and/or services ordered on your behalf where the Agreement with the supplier was entered into in our name).
- 6.3 Your project manager will be responsible for identifying and cancelling project-related contracts you have with third parties.
- 6.4 **If you wish to change the Services** then please let us know of your request in writing. We will let you know if we agree the proposed change and also inform you about any consequential changes to your Agreement – e.g., pricing and delivery times.
- 6.5 To take effect, any changes must be recorded in a written contract variation agreement ("**Variation**"). Agreement variations cannot be enacted verbally or by exchange of email.

- 6.6 For the avoidance of doubt, you have no inherent right to any refund as a result of a Variation. Any refund given will be at our sole discretion. In addition to any Variation affecting price, we will let you know of any consequential amendments to the supply and timing of supply of Services, and anything else changing in your Order Confirmation as a result of your request. We will ask you to then confirm whether you wish to go ahead with the requested change on that basis. If not, then you are expected to honour the Agreement in full (subject to any rights you may have elsewhere in these Terms to end the Agreement).
- 6.7 Please note that any agreed Variation will only affect the Agreement between you and us. Agreements you have entered into with third parties such as tradespeople, project managers and artists are separate contracts between you and the relevant third party. We are not responsible for disseminating notice of the Agreement Variation (or cancellation). You will need to notify all relevant parties in line with the requirements you have in your Agreements with them and to negotiate corresponding variations with relevant third parties directly. We are not responsible for conducting third party Agreement variation negotiations. If we do become involved in such negotiations, then it will purely be on an informal basis where we can potentially act as a go-between acting in good faith. Should we get involved we will have no responsibility to represent one side or the other, nor to manage the resolution of the negotiations and we reserve the right to cease involvement at any time at our sole discretion. We accept no liability (other than that statutorily imposed) arising from such involvement.

7. OUR RIGHTS TO MAKE CHANGES TO ANY AGREEMENT WITH YOU

- 7.1 **Condition of Property.** Our Order Confirmation will be based upon a visual inspection of the Property. If during or following the removal of existing interiors or actions (or omissions to act) by third parties (e.g., builders), changes need to be made to the Services such that the price or timeline increases then we shall be entitled to make corresponding adjustments.
- 7.2 **Minor changes to Services.** We may change any part of the Services:
- (a) to reflect changes in relevant laws and regulatory requirements; and
 - (b) to implement minor technical adjustments and improvements (such changes will not affect the intended outcome of the Services in any significant way).

8. PROVIDING THE SERVICES

- 8.1 **We are not responsible for delays outside our control.** If our supply of the Services is delayed by an event(s) outside of our reasonable control, then we will contact you as soon as reasonably possible to let you know. Provided we do this and/or clause 19.1 applies then we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Agreement and receive a refund for any Services for you have paid for but not received. However, we refer you to clause 6.7 which deals with your need to also address third party Agreements.

9. ENDING THE AGREEMENT

- 9.1 **On breach.** Either of us may end the Agreement between us at any time with immediate effect with no liability to make any further payment other than in respect of amounts accrued before the termination date (you) or do any further work (us) if at any time the other has broken the Agreement in a significant manner that either is not capable of being remedied or, if capable of being remedied, remains unremedied 7 days

after the party in default has been served written notice to so remedy. Examples of significant breach include but are not limited to:

- (a) you do not make any payment to us when it is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with access or information that is necessary for us to provide the Services;
- (c) we do not provide the Services within a reasonable time (where the delay is our direct fault);
- (d) you are declared bankrupt or make any arrangement with or for the benefit of your creditors or you have a county court administration order made against you under the County Court Act 1984;
- (e) we are declared insolvent or make any arrangement with or for the benefit of our creditors;
- (f) fraud or dishonesty on the part of either of us;
- (g) in our reasonable opinion the relationship between us has irretrievably broken down.

10. PRICE AND PAYMENT

- 10.1 **Where to find the price for the Services.** Unless otherwise expressly stated, all initial prices shall be quoted in the Order Confirmation. Some later stage prices will be quoted at the appropriate time, and any Variations to the Agreement will reference any price changes.
- 10.2 **Invoicing.** We will invoice in line with our Schedule of Payments together with any other interim invoices where appropriate for other sums, e.g. Costs under clause 10.3.
- 10.3 **Costs.** All costs, expenses and disbursements (including VAT) (“**Costs**”) are payable in addition to our quoted fees unless expressly stated to the contrary in writing. We are not obliged to incur Costs unless we have a sufficient amount of money from you by way of payment on account to cover those Costs. If for any reason we have incurred Costs on your behalf then you shall reimburse us for them upon invoicing, subject to production of receipts or other appropriate evidence of payment. Where reasonably possible we shall incur Costs as your agent and look to you to pay them directly.
- 10.4 We shall not be responsible for settling third-party invoices generally, such as builders or architect fees. This is your responsibility or that of your project manager.
- 10.5 **VAT.** Unless otherwise expressly stated all prices quoted or costs identified (e.g. see clause 5.3(b)) are referenced excluding value added tax (“**VAT**”) but it remains payable by you if payable on the price or cost/expense mentioned. If the rate of VAT changes during the Agreement, we shall adjust the rate of VAT unless you have already paid for the Service in full before the change in the rate of VAT takes effect.
- 10.6 **When you must pay and how you must pay.** Please see the payment schedule to the relevant Agreement.
- 10.7 **Accepted forms of payment.** We accept payment in Pounds Sterling only. Payment should be by BACS or CHAPS. Any other payment method must be expressly approved by us. We may invoice for Services on an interim basis if we wish, based upon the services actually supplied. Invoices must be paid within 14 days of the invoice date. For certain stages of the project and also at our sole discretion on a case-by-case basis we may require payment in full, in cleared funds before we provide the Services.

- 10.8 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 10% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 10.9 **What to do if you think a charge or invoice is wrong.** If you think an invoice is wrong, then please contact us promptly. You will not have to pay any late payment interest until your complaint is resolved or rejected by us after due consideration. Once settled either way we will charge you interest on correctly invoiced sums from the original due date.
- 10.10 **Title to furniture, fixtures and equipment (“FF&E”) plus fittings and artworks.** In the unlikely event that we agree to purchase any FF&E, artworks or fittings with our own funds for any reason then ownership and title in the same shall remain with us until we are paid for the said items in full by you. This provision applies even in situations where we have purchased as your agent. For the avoidance of doubt, such ownership is a mechanism designed to facilitate payment and said ownership does not in any way relieve you of the obligation to pay the amount due nor lessen the amount due nor vary the time payment is due. You agree to indemnify us against all handling, storage and other Costs incurred under this clause 10.10.
- 10.11 **Installation.** You acknowledge that we will not install or cause to be installed any FF&E unless the Property has been cleared of all other contractors not within our project remit. We have no responsibility for maintenance, security or other form of protection of any items following installation.

11. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 11.1 **We are responsible to you for foreseeable loss and damage caused by us.** Subject to the limitations set out in this clause 11, we are responsible for any loss or damage you suffer that is a foreseeable result of our breaking our Agreement with you or our failing to use reasonable care and skill in carrying out the Services. But we are not responsible for any loss or damage:
- (a) that is not readily foreseeable;
 - (b) arising from or involving the actions, or omissions to act of any third parties;
 - (c) caused or exacerbated by you in whole or part; or
 - (d) arising from the poor condition or unknown defects in the Property.
- 11.2 **Cap on liability.** Subject to clause 11.3 our total liability to you shall not exceed the fees (excluding expenses and VAT which we have received from you).
- 11.3 **Liabilities which cannot legally be limited.** Nothing in these Terms limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
- 11.4 **Excluded losses.** The types of loss wholly excluded (i.e. which cannot be claimed for by you) are:

- (a) loss of profits;
- (b) loss of sales or business, loss of contracts;
- (c) loss of anticipated savings;
- (d) indirect or consequential loss;
- (e) wasted expenditure;
- (f) additional costs of procuring and implementing replacements for, or alternatives to, goods or Services not provided in accordance with the Agreement.

11.5 **We are not liable for business losses.** We undertake residential property design for residential customers. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.6 **Shared blame.** We do not accept any liability for any loss or damage (statutory exclusions excepted) where you are at fault in whole or part.

11.7 **No liability for claims not notified within 3 months.** Unless one of us notifies the other within the notice period that it intends to make a legal claim, the other shall have no liability for that event/claim. The notice period shall start on the day on which the party wishing to make a claim became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

12. SIGNING OFF

12.1 At the end of each phase, or for particular parts of the project where we consider it appropriate, we shall ask you to sign off as having accepted the work done. We will not be obliged to move on to the next stage until we have received such sign off. Such sign off will constitute acceptance of the quality of work done and that the stage or particular work in question has been completed to your satisfaction.

12.2 If you are unwilling to sign off a stage, then you will give detailed explanations in writing as to why not. Sign off shall not be unduly refused or delayed and to do so without good reason will constitute a breach of this Agreement.

13. INTELLECTUAL PROPERTY

13.1 **No ownership of intellectual property.** The Services we provide are to design a new look for all or part of your Property and to assist you with elements of realisation of that design. You are not purchasing the exclusive right to use such design and this Agreement gives you no rights of ownership to any look or style nor the right to on-sell the same. All intellectual property used, applied, created or generated under the Agreement remain with us except for any design work supplied by you in finished form (or by a third party on your behalf) in respect of which we will not own any intellectual property rights save that in which case you automatically grant us a non-exclusive, global, irrevocable, royalty free licence to use the same.

14. MEDIA COVERAGE

14.1 Unless otherwise agreed in writing, we reserve the right to use, upon notification to you, completed projects for media coverage in press and media publications, as long as the address and personally identifying information is withheld in any printed or online materials.

15. DESIGN CREDITS

15.1 Studio Vero shall at all times be identified as the sole author of the design works carried out pursuant to the Services and any publication that refers to the Services shall bear a clear and distinctive credit to Studio Vero in a form approved by us (such approval not to be unreasonably denied or delayed).

15.2 Studio Vero's name, signature, logo and/or trading style shall not be registered in any way or used or in relation to the Services without prior written consent.

16. NO WARRANTIES

16.1 **No warranties.** Other than statutory warranties which cannot be disclaimed at law, the Services are provided to you without warranty or representation of any kind.

16.2 **Disclaimer.** To the fullest extent permitted by law, we expressly disclaim all warranties, whether express, implied, statutory or otherwise and without limiting the foregoing, we do not warrant the accuracy, reliability or completeness of any information or Services provided by us, or that any particular part of the Services or in general will meet your requirements or be defect-free.

16.3 **Provision of advice and information.** No advice or information, whether oral or written, obtained by you from us or through or from the Services shall create any warranty not expressly stated in these Terms. We take no responsibility and assume no liability for any use to which you or any third party submits the Services to.

17. DELIVERY AND STORAGE

17.1 If, as part of your project, you purchase any items through us (e.g., artwork, custom made furniture or other goods) then unless we have expressly agreed something else with you in writing:

- (a) normal practice is that we shall arrange storage for you at your cost;
- (b) if you wish to take delivery immediately, then we shall make arrangements to deliver the items to the Property at your cost and risk as soon as they are ready;
- (c) we shall agree to store the goods on your behalf for such period as we think reasonable. Thereafter it will be your responsibility to arrange for storage;

In the event that you do not promptly upon request reimburse us for your storage fees (together with any procurement and handling fee) we have the right at our sole discretion to exercise a lien over the stored goods and/or at our sole discretion, to exercise the right to sell the goods by auction or otherwise with no minimum price to recoup our costs, procurement and handling fee and the costs of disposal of the goods.

17.2 **We do not provide insurance cover.** Although we have professional indemnity insurance, please note that it only covers our provision of the Services. You must assess your own insurance needs (e.g., to cover fire,

damage or loss caused to the Property and your existing furniture, artwork, fixtures, etc. caused by property professionals, tradespeople or other retained third parties). You acknowledge that your standard home and buildings insurance is unlikely to provide adequate (and possibly no) cover whilst works are ongoing.

17.3 **Project-related insurance.** We recommend that you take out insurance covering delays, overruns, unexpected problems and damage.

17.4 To the extent that you have such insurance and we become liable to you under clause 11 or otherwise, then the amount of any liability we have to you under this Agreement shall be reduced by the amount of insurance cover available. If you choose not to take out insurance then the amount of any liability we have to you under this Agreement shall be reduced by 50%.

18. ACTING IN GOOD FAITH AND DISPUTE RESOLUTION

18.1 You and we agree to work together in good faith. In relation to the Services, each of us shall advise the other upon becoming aware of:

- (a) a need to vary the Services, the programme and/or the fees and/or any other part of this Agreement;
- (b) any incompatibility in or between any of your requirements as specified in the final Project Brief and any instruction of yours, any budget cost or any approved design;
- (c) a need to appoint consultants or other persons to design or carry out any part of the project or provide specialist advice or additional inspection services in connection with the project;

you and we shall in good faith try to agree how to deal with the matter.

19. OTHER IMPORTANT TERMS

19.1 **Force majeure.** Payments for Services excluded, neither you nor we shall be in breach of contract nor be liable for delay in performing, or failure to perform, any of our respective obligations under any Agreement if such delay or failure result from events, circumstances or causes beyond the reasonable control of the defaulting party. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for four (4) weeks, the party not in default may terminate the relevant Agreement by giving seven (7) working days written notice to the defaulting party.

19.2 **Data protection.** We shall comply with all personal data protection requirements under the Data Protection Act 2018.

19.3 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under any Agreements with you to another organisation. We will ensure that the transfer will not affect your rights under the Agreement but shall contact you to let you know if your rights may be affected.

19.4 **You need our consent to transfer your rights to someone else.** Our Agreement with you is personal, it does not run with the Property. If you sell the Property before the project is completed we will be entitled to cease work. You may only transfer your rights or your obligations under any Agreement with us to another person if we agree to this in writing. We may not agree.

- 19.5 **Notices.** Any notice given by either of us to the other under the Agreement between us shall be in writing and shall be delivered by email, hand or by pre-paid first-class post or other next working day delivery service at the address given in the Order Confirmation (or as changed from time to time). Unless proven otherwise, any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the relevant address; or
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9:00am on the second working day after posting; or
 - (c) if sent by email, at the time of transmission provided no notice of non-delivery is sent.

This clause does not apply to the service of any proceedings or other documents in any legal action.

- 19.6 **Nobody else has any rights under this Agreement.** All of our Agreements are between you and us. No other person shall have any rights to enforce any of their terms.

- 19.7 **Severability.** If any part(s) of these Terms are deemed invalid or unenforceable or contrary to applicable law, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability or the conflict with applicable law, and all other provisions of your Agreement(s) with us shall remain in full force and effect.

- 19.8 **Entire agreement.** These Terms together with the relevant Order Confirmation and any Variations set forth the entire understanding and agreement between us relating to its subject matter. All provisions that should by their nature survive the termination of our Agreements with you shall survive expiration including, without limitation disclaimers and limitations on liability. Any waiver of or promise not to enforce any right under an Agreement shall not be enforceable unless evidenced in writing signed by the party making said waiver or promise.

- 19.9 **Even if we delay in enforcing this Agreement, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

- 19.10 **Which laws apply to this Agreement and where you may bring legal proceedings.** These Terms and the contract with you are governed by English law, and you can bring legal proceedings in respect of the products only in the English courts.

End