

## FOOTPRINT DESIGN STUDIO LIMITED TERMS AND CONDITIONS

These Terms and Conditions are the standard terms which apply to the provision of services by Footprint Design Studio (“the Designer”) to customers who require architectural and design services.

These Terms and Conditions apply where the customer is a “Consumer” as defined by the Consumer Rights Act 2015.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Agreement”</b>	means the contract into which You and We will enter if You accept the Quotation. The Agreement will incorporate, and be subject to, these Terms and Conditions. Our standard form of Agreement is attached to our initial fee proposal;
<b>“Designer”</b>	means Footprint Design Studio or Our employee who will be responsible for providing the Services;
<b>“Designer’s Works”</b>	means any materials We: Footprint Design Studio create in the course of providing the Services which relate to the Project including, but not limited to, sketches, designs, plans, artists’ impressions, renderings, models and written documents;
<b>“Brief”</b>	means Your initial statement of requirements which may be subsequently revised and developed during the Project from time to time;
<b>“Business”</b>	means any business, trade, craft or profession carried on by You or any other person/organisation;
<b>“CDM Regulations”</b>	means the Construction (Design and Management) Regulations 2015 as amended or re-enacted;
<b>“Programme”</b>	means a schedule for the provision of the Services setting out relevant dates and times including, but not limited to Start Date, access dates for contractors and Milestones Dates
<b>“Project”</b>	means the complete design and development project in relation to which We are to provide Our Services;
<b>“Property”</b>	means the property detailed in the Agreement, where construction is to take place for the Project;
<b>“Services”</b>	means the services We will provide as specified in the Agreement;
<b>“Fees”</b>	means the sums You must pay which will be shown on the invoices We issue;

<b>“Fee &amp; Scope”</b>	means a cost schedule for the provision of the Services We provide outlining Your required project stages.
<b>“Specified Contractor”</b>	means a consultant or contractor specified in the Agreement that will be instructed only through Footprint Design Studio as set out in sub-Clause 7.3;
<b>“Contract Administrator”</b>	means the person or organisation that the You appoint to administer the Contract, that issues instructions and certificates and takes decisions for the Project.
<b>“Specified Purposes”</b>	means the purposes for which You will be permitted to use the Work of Footprint Design Studio as defined in the Agreement.
<b>“We/Us/Our”</b>	means the Designer and includes all employees of Footprint Design Studio;
<b>“You/Your”</b>	means a Consumer who is a customer of Footprint Design Studio.

- 1.2 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, text message, or other means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a Schedule is a reference to a schedule to these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.7 Words signifying the singular number will include the plural and vice versa.
- 1.8 References to any gender will include the other gender.

1.9 References to persons, unless the context otherwise requires, include corporations.

## 2. Information about Us

- 2.1 We are a Private Limited Company.
- 2.2 We trade under the name Footprint Design Studio Limited.
- 2.3 We are registered in UK under number 440778.
- 2.4 Our registered office is at 96 Erlanger Road, London SE14 5TH.
- 2.5 Our main trading address is 42 Circus Street, Greenwich, London SE10 8SN
- 2.6 Our VAT number is **795 7311 90**

## 3. Communication and Contact Details

- 3.1 If You wish to contact Us with questions or complaints, You may contact Us by

telephone at 0208 465 5551 or by email at mail@footprintdesignstudio.com

- 3.2 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods:
  - 3.2.1 contact Us by email at mail@footprintdesignstudio.com or
  - 3.2.2 contact Us by post at Footprint Design Studio, 42 Circus Street, Greenwich, London SE10 8SN.

#### 4. **Services**

- 4.1 We will provide the Services in accordance with the specification set out in the Agreement (as may be amended by agreement between You and Us from time to time).
- 4.2 The Designer will act in accordance with all reasonable instructions You give provided such instructions are compatible with the scope of the Services.
- 4.3 We will ensure that the Services are performed with reasonable care and skill and to a reasonable standard, which is consistent with best practice in the Architecture & Interior Design profession in the United Kingdom.
- 4.4 We will ensure that We comply with all relevant law, standards, rules, codes of practice.
- 4.5 We will inform You of the progress in the performance of the Services and any issue that may materially affect the Brief, the Project Cost, the Timetable or the quality of the project.
- 4.6 We may, in relation to certain specified matters, act on Your behalf. These matters may be set out in the Agreement or may be agreed between You and Us as they arise from time to time.
- 4.7 We will, prepare and give You a Fee & Scope Document which shall set out relevant works for the Services included upon the signing of the Agreement.
- 4.8 We will where possible accommodate any reasonable changes in the Programme which You request under sub-Clause 5.4, subject to Your acceptance of any related reasonable changes to the Fees which may be due as a result of such changes.
- 4.9 We shall use all reasonable endeavours to ensure that all designs and plans prepared by us will, as closely as is reasonably and legally possible and practicable, match Your requirements as detailed in the Brief.
- 4.10 When We are preparing the designs and plans We will, from time to time (or as agreed in writing between the You and Us), consult with You and try to accommodate Your preferences.
- 4.11 Once You have approved the final designs and plans, We will not make any changes to them without Your written approval unless the changes are necessary to comply with any laws, standards, codes of conduct or other rules. We will only make changes that are absolutely necessary for compliance and We will inform You as soon as is reasonably possible after We have made the changes subject to Your acceptance of any related reasonable changes to the Fees which may be due as a result of such changes.
- 4.12 Notwithstanding the provisions of sub-Clause 4.11, We may make any alterations to the designs and plans which are necessary to comply with any statutes,

regulations, byelaws, standards, codes of conduct or other rules without Your prior knowledge or approval. Alterations made under this provision shall be permitted only to the extent that is absolutely necessary for compliance. In the event that such alterations are required, the Designer shall inform You as soon as is reasonably possible after the event.

## **5. Limitation of Services**

- 5.1 We do not guarantee that planning permission and other approvals from third parties will be granted at all or, if granted, will be granted in accordance with any of Your anticipated timescales;
- 5.2 We do not guarantee compliance with the Project Cost and/or the Timetable which may be reviewed due to variations from design development requested by You, or any delays caused by any other Person or factors beyond Our control.
- 5.3 We will not be liable for the quality, performance, work, services, products or solvency of Other persons appointed by the You.
- 5.4 We will not be liable for the accuracy of surveys made by the designer or surveys specially commissioned by You as part of the Services of an appointed Surveyor.

## **6. Your Obligations**

- 6.1 If We advise You of any laws, standards, codes of conduct or other rules that apply to the Project, You must comply with them.
- 6.2 You must provide the Designer with all the information the Designer needs to provide the Services and to comply with these Terms and Conditions and the Agreement. This includes, but is not limited to, Your requirements concerning the Brief, budget and the Project timetable and any information the Designer may need in order to comply with the CDM Regulations.
- 6.3 Unless the Agreement states otherwise, You must make all applications for consents required for the Project including, but not limited to, those required under planning and building control legislation or relating to legal matters affecting the Property.
- 6.4 You must, within a week of receiving a Programme from the Designer, either inform the Designer in writing of Your acceptance of the Programme or submit, with detailed reasons, Your reasons for non-acceptance and/or Your proposed changes.
- 6.5 You may, from time to time, give reasonable instructions to the Designer in relation to the Designer's provision of the Services. Any such instructions should be compatible with the scope of the Services as defined in the Agreement.
- 6.6 If We need You to make a decision or approve a proposal We have made, You must do so as soon as is reasonably possible.
- 6.7 You shall provide all decisions and approvals required by the Designer in a reasonable and timely manner. Any delay in the Services resulting from the Client's failure to comply with this provision shall not be the responsibility or fault of the Designer.

## **7. Appointment of Third Party Consultants and Contractors**

- 7.1 Where necessary and appropriate, You may need to appoint third party consultants and contractors to perform other services for the Project. Our consent will not be required unless the services provided by such third parties

are likely at any time to duplicate, overlap, or in any other manner interfere with the Services We are providing.

- 7.2 You must appoint suitably qualified and experienced contractors to undertake all construction works. We may recommend contractors but You will not be bound by Our recommendations.
- 7.3 The Specified Contractors (if any and if we are appointed as Contract Administrator) may only be instructed through the Designer. You must not instruct Specified Contractors directly without Our written consent.
- 7.4 If You appoint any consultant or contractor to carry out work or provide services in connection with the Project You must ensure, through the contractual terms You agree with them, that:
  - 7.4.1 the consultant or contractor is solely responsible for the delivery of the relevant work or services;
  - 7.4.2 any contractor appointed to undertake construction works is solely responsible for site safety;
  - 7.4.3 the consultant or contractor is required to cooperate fully with the Designer and to provide all the information the Designer needs to provide the Services and to comply with these Terms and Conditions and the Agreement.
- 7.5 The Designer may, from time to time, identify certain parts of the Project which require the services of a third party specialist. In such cases, the Designer will inform You of the need for such a specialist and You must appoint the specialist. We will not be a party to any such contracts.
- 7.6 You must keep Us fully informed of all third party consultants and contractors appointed to the Project.
- 7.7 You give Your consent to the Designer coordinating the activities and services of any third party consultants and contractors where this is necessary for the smooth running of the Project.

## **8. Project Time and Cost**

- 8.1 You acknowledge that planning permissions and other approvals from third parties and their associated timescales are not guaranteed to be granted by Footprint Design Studio
- 8.2 We are not responsible for Your construction costs and timetables:
  - 8.2.1 including approved variations made by You to the project, once construction is underway
  - 8.2.2 delays caused by any other persons not in Our company
  - 8.2.3 any other factors beyond Our control

## **9. Advertising and Marketing**

- 9.1 We may erect suitable Site Signboards at the Property. Other promotional banners, boards, posters or similar will be permitted only with Your approval and express written consent.
- 9.2 We may take and use photographs of the Site (including, but not limited to, work relating to the Project) in Our promotional materials. The copyright in any such photographs belongs exclusively to Us, subject to any contractual terms which may exist to the contrary between Us and a third party such as a photographer.

- 9.3 Subject to the provisions of Clause 9 and the terms of any licence agreements entered into between You and Us, We may use any of the Designer's Works in Our marketing and advertising materials.
- 9.4 You will not unreasonably withhold or delay access to the Project for up to 2 years after completion to allow photographs for which the Designer will have the right to publish.
- 9.5 We will obtain your consent before any publication of the project.

## **10. Fees, Payment and Records**

- 10.1 We will provide a written Fee breakdown.
- 10.2 All Fees You must pay to Us will be detailed in the Fee & Scope Document provided with the Agreement at the start of your project.
- 10.3 We will invoice You in accordance with the Fee & Scope Document at the completion of a work stage or the end of a month depending which is sooner.
- 10.4 We will include expenses incurred at reasonable rates all of which are included in our Fee & Scope Documents. This could include but not be limited to printing paper drawings, travel costs incurred, location maps, utility searches or building contracts paid for by footprint design studio. Any large fees such as planning applications and building control shall be paid directly to the appropriate organisation by You the client.
- 10.5 The Fees are exclusive of VAT. If the rate of VAT changes We will adjust the amount of VAT that You must pay.
- 10.6 You must pay any invoice within 7 days of receiving it. We only accept payment by BACS.
- 10.7 If You do not pay or part pay an invoice by the due date We may charge You interest on the overdue sum at the rate of 1% a day above the bank base rate until payment in full is made. If You have promptly contacted Us to dispute an invoice in good faith, We will not charge interest while such a dispute is ongoing.
- 10.8 We will:
  - 10.8.1 keep, or arrange for another person to keep, such records and accounts as are necessary to enable the Fees to be accurately calculated.
  - 10.8.2 allow You to inspect the records and accounts and, to the extent that they relate to the calculation of the Fees, to take copies of them.
- 10.9 Additional fees: We will endeavour to discuss any additional fees with the You before works are undertaken by Us. We will be entitled to additional fees at a rate to be agreed with You where;
  - 10.9.1 We are instructed to do any additional design to any completed works, including but not limited to submitted planning applications, party wall agreements and tender documents;
  - 10.9.2 the project requires parts of the design to be reworked due to client changes, unknowns; including but not limited to findings on site or construction issues.

## **11. Intellectual Property Rights**

- 11.1 We will own and retain all intellectual property rights (at all times throughout the world) in the Designer's Works created in the course of performing the Services, subject to Our right to assign and/or licence the same in the future.

- 11.2 We will assert all moral rights arising out of Chapter IV of the Copyright, Designs and Patents Act 1988.
- 11.3 We will grant You a royalty-free non-exclusive world-wide licence to use the Designer's Works for the purposes of the Project and for any Specified Purposes and to allow any third party consultants and contractors appointed to the Project to do the same.
- 11.4 If You wish to use any of the Designer's Works for any purposes outside of the scope of the Project or the Specified Purposes, You must obtain Our express written consent, such consent not to be unreasonably withheld.
- 11.5 Where any payments due under the Agreement are overdue by a period exceeding one month, We will have the right, exercisable by written notice to You, to suspend any licences granted under this Clause 10 until all such payments are paid in full.
- 11.6 All Designer's Works may be used by Us for any other purposes including, but not limited to, advertising and marketing, except where the Designer's Works incorporate any intellectual property rights belonging to You. In such cases, We will either create a version of the affected work which does not incorporate Your intellectual property rights or We will enter into good faith negotiations with You in order to agree upon mutually acceptable terms for the use and/or licence of such intellectual property rights.

## 12. **Complaints and Feedback**

- 12.1 We always welcome feedback from Our clients and, while We always use all reasonable endeavours to ensure that Your experience as a client of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 12.2 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:
  - 12.2.1 By contacting Us by telephone on 0208 465 5551
  - 12.2.2 By email, addressed to [mail@footprintdesignstudio.com](mailto:mail@footprintdesignstudio.com)
  - 12.2.3 In writing, addressed to Footprint Design Studio, 42 Circus Street London SE10 8SN

## 13. **Termination**

- 13.1 You may terminate the Agreement by giving Us 7 days written notice at any time.
- 13.2 You may terminate the Agreement with immediate effect by giving Us written notice if:
  - 13.2.1 We have breached the Agreement in any material way and have failed to remedy that breach within 28 days of You asking Us in writing to do so;
  - 13.2.2 We enter into liquidation or have an administrator or receiver appointed over Our assets;
  - 13.2.3 We are unable to provide the Services due to an event outside of Our control (see Clause 14).
- 13.3 We may terminate the Agreement with immediate effect by giving You written notice if:

- 13.3.1 You fail to make a payment on time as required under Clause 9 (this does not affect Our right to charge interest on overdue sums under sub-Clause 9.7);
- 13.3.2 You have breached the Agreement in any material way and have failed to remedy that breach within 7 days of Us asking You in writing to do so; or
- 13.3.3 We have been unable to provide the Services for more than 4 weeks due to an event outside of Our control (see Clause 14).
- 13.4 For the purposes of this Clause 13 a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.
- 13.5 If at the termination date:
  - 13.5.1 You have made any payment to Us for any Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice;
  - 13.5.2 We have provided Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 9.

#### **14. Effects of Termination**

- 14.1 If the Agreement is terminated for any reason:
  - 14.1.1 Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.
  - 14.1.2 Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.
  - 14.1.3 Any licences granted under Clause 11 will terminate but You and We will enter into good faith negotiations for grant of a replacement licence to use the Designer's Works.

#### **15. Events Outside of Our Control (Force Majeure)**

- 15.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions:
  - 15.1.1 where the designer becomes unable to perform the Services through incapacity or death;
  - 15.1.2 where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control
- 15.2 If any event described under this Clause 15 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
  - 15.2.1 We will inform You as soon as is reasonably possible;



- 15.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;
- 15.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
- 15.2.4 You or We may terminate the Agreement (see Clause 13).

## 16. Insurance & Liability

- 16.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.
- 16.2 We will maintain suitable and valid insurance including public liability insurance and professional indemnity insurance and will provide evidence of Our insurance cover on request.
- 16.3 We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 16.4 No employee of Footprint Design Studio, shall be personally liable to You for any negligence, default or any other liability whatsoever arising from performance of Our Services.
- 16.5 Our total liability for any loss or damage caused as a result of Our negligence or breach of these Terms and Conditions or the Agreement (or that of the Designer) is limited to £1,000,000.
- 16.6 We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us or the Designer.
- 16.7 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 16.8 Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

## 17. How We Use Your Personal Information (Data Protection)

- 17.1 All personal information that We may collect (including, but not limited to, Your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and Your rights under that Act.
- 17.2 We will not pass on Your personal information to any other third parties without first obtaining Your express permission.

## 18. Other Important Terms

- 18.1 We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.
- 18.2 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably

withheld).

- 18.3 The Agreement is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.
- 18.4 If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.
- 18.5 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.

**19. Law and Jurisdiction**

- 19.1 These Terms and Conditions and the relationship between You and Us (whether contractual or otherwise) will be governed by, and construed in accordance with, the Laws of England, Wales, Scotland or Northern Ireland.
- 19.2 Any dispute, controversy, proceedings or claim between You and Us relating to the Agreement or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England, Wales, Scotland or Northern Ireland, as determined by Your residency.