

TERMS AND CONDITIONS: Limestone Design Limited 2021 ©

1. In these conditions:

"COMPANY" means Limestone Design Limited whose registered office is situated at 2 Manor Farm Court, Old Wolverton, Buckinghamshire, MK12 5NN. "LIMESTONE DESIGN LIMITED'S FEES" means the fees quoted by Limestone Design Limited from time to time, for the provision of a Specified Service. "CLIENT" means the person submitting the Enquiry or Notice to Proceed. "QUOTATION" means the initial form submitted by Limestone Design Limited to the Client following the initial consultation for the provision of a Specified Service. "NOTICE TO PROCEED" means the completed and signed form submitted by the Client to the Company by electronic mail agreeing the terms set out in the Quotation for the provision of a Specified Service. "DOCUMENT" includes, in addition to any document in writing, any map, plan, graph, drawing or photograph or other device embodying any other data, whether in electronic form or otherwise. "INPUT MATERIAL" means any Documents or other materials, and any data or other information provided by the Client relating to the Specified Service (including, but not limited to any information provided in the Quotation or Notice to Proceed) whether in electronic form or otherwise. "OUTPUT MATERIAL" means any document or other materials, and any data or other information provided by Limestone Design Limited relating to the Specified Service whether in electronic form or otherwise. "PROJECT" means the project to which the Specified Service relates as detailed in the Quotation.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Application of Terms.

2.1 These conditions are the only conditions upon which Limestone Design Limited are prepared to deal with the Client and they shall govern the Contract to the exclusion of all other Terms and Conditions.

3. Supply of the Specified Service

3.1 Limestone Design Limited shall provide the Specified Service to the client subject to these Conditions. Any changes or additions to the Specified Service or these Conditions must be agreed upon in writing by Limestone Design Limited and the Client.

3.2 The Client shall at his own expense supply Limestone Design Limited with all necessary Documents or other materials, and all necessary data or other information relating to the Specified Service, within sufficient time to enable Limestone Design Limited to provide the Specified Service and/or report in accordance with the Contract. The Client shall ensure the accuracy of all Input Material. Limestone Design Limited will always rely upon the accuracy of the Input Material.

3.3 Responsibility for the safe keeping of all Output Material shall be at the sole risk of the Client from the time of delivery to the Client.

3.4 The Specified Service shall be provided in accordance with the Quotation and/or Notice to Proceed and is subject to these Conditions.

3.5 Further details about the Specified Service may be made available upon written request.

3.6 Limestone Design Limited may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Specified Service without any liability to the Client unless such errors or omissions amount to fraudulent misrepresentation.

3.7 Where Limestone Design Limited cannot perform some or all of the Contract the Company shall notify the Client.

4. Charges

4.1 The Client may cancel the Contract at any time during the first forty-eight hours after Limestone Design Limited's appointment by the Client in which case the Client will then be refunded any cleared fees received in connection with the Contract. Where the Client agrees in writing or Limestone Design Limited are in receipt of the signed Notice to Proceed that the Contract may be performed the Client shall no longer have the right to cancel.

4.2 Subject to any special terms agreed, the Client shall pay Limestone Design Limited's fees as detailed in the Quotation and any additional sums, which are agreed between Limestone Design Limited and the Client for the provision of the Specified Service. Payment shall be made by BACS payment or, (if by prior notice), cash, for which a receipt will be prepared in advance of the transaction.

4.3 Additional Fees shall be payable if Limestone Design Limited, for reasons beyond its control, is involved in extra work or incurs extra expense, such as where:

4.3.1 The scope of the Specified Service is varied by the Client

4.3.2 It is necessary to vary any item of work commenced or completed due to the nature of the Project

4.3.3 Services by others are not provided or are delayed

4.3.4 The Client requests amendments after the Design Freeze to any sketch, scheme level drawings or detail level drawings submitted by Limestone Design Limited. Provided always that no additional fees shall be incurred without the prior written consent of the Client.

4.4 All fees quoted to the Client for the provision of the Specified Service are exclusive of any Value Added Tax, for which the Client shall be notified off if additionally liable at the applicable rate. All fees should be paid to Limestone Design Limited.

4.5 Limestone Design Limited shall be entitled to invoice the Client for the provision of each stage of the Specified Service.

4.6 Limestone Design Limited's Fees and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off or other deductions) no more than 72 hours after delivery of the services.

4.7 If payment is not made when due, Limestone Design Limited shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgement) at the rate of 5% of contract value 7 days from the invoice date until the outstanding amount is paid in full.

4.8 The Client shall pay the expenses (if any) specified in the Quotation. Expenses other than those specified shall only be charged with the prior authorisation of the Client.

4.9 Where the performance of the Specified Service is suspended or terminated by the Client or suspended or terminated by Limestone Design Limited because of a breach of the Contract by the Client, Limestone Design Limited shall be entitled to payment of all fees and expenses incurred to the date of suspension or termination, such fees to be calculated on a time basis by reference to Limestone Design Limited's then current hourly rate (if applicable) plus VAT (where applicable), together with any expenses incurred to the date of suspension or termination.

5. Rights in Input Material and Output Material.

5.1 The property and any copyright or other intellectual property rights in any Output Material shall, unless otherwise agreed in writing between Limestone Design Limited and the Client, belong to Limestone Design Limited.

5.2 Subject to payment of Limestone Design Limited's fees, the Client shall have a licence to copy and allow us and other consultants and contractors providing services to the Client to use and copy Output Material for the purposes directly related to the Project to which the Specified Services relates too, provided that:

5.2.1 Limestone Design Limited shall not be liable if the Output Material is used for any purpose other than that for which it was prepared.

5.2.2 In the event of the Client being in default of payment of any fees or other amounts due, Limestone Design Limited may suspend use of the licence on giving seven days notice of intention to do so. Use of the licence may be resumed on receipt of outstanding amounts.

5.3 The Client warrants that any Input Material and its use by Limestone Design Limited for the purpose of providing the Specified Service will not infringe the copyright or other rights of any third party and the Client shall indemnify Limestone Design Limited against any loss, damages, costs, expenses or other claims arising from any such infringement.

5.4 Subject to paragraph 5.3 Limestone Design Limited warrants that any Output Material and its use by the Client for the purposes of utilising the Specified Service will not infringe the copyright or other rights of any third party and Limestone Design Limited shall not be liable to the Client for any loss, damages, costs, expenses or other claims arising from any such infringement.

6. Rights of Third parties.

For the avoidance of any doubt, save as expressly provided for in this agreement nothing in this Contract shall confer or purport to confer on any third party any benefit or right to enforce any term of the Contract.

7. Suspension and Termination:

7.1 Either the Client or Limestone Design Limited may, by giving seven days notice to the other, suspend or terminate performance of the whole or part of the Specified Services. If the performance of the Specified Service is suspended and not resumed within two months, Limestone Design Limited may by giving notice in writing to the Client terminate the Contract.

7.2 Limestone Design Limited may suspend performance of the Specified Service and its obligations under the Contract on giving at least seven days notice to the Client of its intention and the grounds for doing so in the event that the Client:

7.2.1 is in default of payment of any fees or other amounts due.

7.3 Limestone Design Limited may resume performance of its obligations on receipt of any outstanding amounts.

8. Statutory Requirements:

8.1 Unless otherwise agreed in writing, the Client shall instruct the preparation of applications for planning permission and approval under Building Acts, regulations and other statutory requirements, and applications for consent by freeholders and all others having an interest in the Project. The Client shall pay any statutory charges and fees and any expenses and disbursements made in respect of such applications.

8.2 Where applicable, the Client shall comply with any obligations under the CDM Regulations, including the appointment of a competent Planning Supervisor as soon as practicable.

9. Other Appointments:

9.1 Unless otherwise expressly agreed with the Client in writing with Limestone Design Limited, the Client shall appoint and pay any consultants and other persons as may be required under separate contracts. Limestone Design Limited's appointment shall be limited to the Specified Service as detailed in the Quotation.

9.2 The Client, in respect of any work or services in connection with the Project performed or to be performed by any person other than Limestone Design Limited shall:

9.2.1 Hold such person responsible for the competence and performance of their services and for visits to the site in connection with work undertaken by them.

9.2.2 Hold any principal Contractor and/or other Contractors responsible for their management and operational methods, for the proper carrying out and completion of their works and for Health and Safety provision.

9.3 In the event of the Company being specifically instructed in writing to arrange a land survey, such survey shall be limited to the provision of measured drawings. The survey will not address the condition of any property nor its suitability for the Project nor any structural issues.

10. Warranties and Liability:

10.1 Limestone Design Limited warrants to the Client that the Specified Service will be provided using reasonable care and skill where Limestone Design Limited supplies in connection with the provision of the Specified Service any goods (including Output Material) supplied by a third party, Limestone Design Limited does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to Limestone Design Limited.

10.2 Limestone Design Limited shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late or non-arrival, or any other fault of the Client.

10.3 The purpose of Limestone Design Limited is to enable every client to consider the realisable potential in their home or other property and to access a tailor-made service, which suits their project and budget. THE CLIENT'S ATTENTION IS DRAWN IN PARTICULAR TO THE LIMITATION OF LIABILITY PROVISIONS BELOW.

10.4 All warranties, conditions and other terms implied by statute or common law (save for the conditions of Section 12: Implied terms about title, of the Sale of Goods Act 1979) are to the fullest extent permitted by law excluded from the Contract.

10.4.1 Except in respect of death or personal injury caused by Limestone Design Limited or any of its employees, agents and sub-contractor negligence or fraudulent misrepresentation or as expressly provided for in these Conditions, Limestone Design Limited shall not be liable to the Client for any indirect or consequential loss or damage (whether for loss or profit, loss of business or otherwise) costs, expenses or other claims for consequential compensation whatsoever and howsoever caused which arise out of or in connection with the Contract.

10.5 Limestone Design Limited shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Limestone Design Limited's obligations in relation to the Specified Service, if the delay or failure was due to any cause beyond Limestone Design Limited's reasonable control.

10.6 Subject to clause 9.1 and without prejudice to the generality of clause 9.3, Limestone Design Limited specifically does not warrant:

10.6.1 That the Specified Service will be completed in accordance with any programme or timetable for the Project;

10.6.2 That planning permission or any other statutory consent will be granted;

10.6.3 The performance, work or products of others;

10.6.4 The solvency of any other body appointed by the Client whether or not such appointment was made on the advice of Limestone Design Limited.

10.6.5 That the values or other potential referred to in Limestone Design Limited's report are realisable or realised.