

Norham Design Ltd – Terms and Conditions

These Terms and Conditions apply to all Services provided by us, Norham Design Ltd, a company registered in England and Wales under company number 11790609 whose registered address is 13 Norham Terrace, Jarrow, United Kingdom, NE32 5RA (referred to as “we/us/our”).

1. Definitions and Interpretation

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

“**Contract**” means the contract formed upon your acceptance of our Proposal, as detailed in clause 2;

“**Client/You/Your**” means you, the firm or corporate body purchasing the Services;

“**Proposal**” means our estimate for providing the Services, which unless otherwise stated, remains open for acceptance for a period of 30 days and constitutes our entire scope of works; and

“**Services**” means the design services to be provided by us to you as detailed in our Proposal.

1.2 Each reference in these Terms and Conditions to:

1.2.1 “writing” and “written” includes emails;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions as may be amended or supplemented at the relevant time;

1.2.4 a clause is a reference to a clause of these Terms and Conditions; and

1.2.5 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect on their interpretation.

1.4 Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender. References to persons shall include corporations.

2. How the Contract is Formed

2.1 These Terms and Conditions govern the sale of all Services provided by us and will form the basis of the Contract between you and us.

2.2 Following our initial consultation, we will provide you with a Proposal for the Services you have requested. This will be based on the brief given by you at this initial consultation.

2.3 A legally binding Contract between you and us will be created when you accept our Proposal. Before accepting our Proposal, 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. No terms or conditions issued or referred to by you in any form will in any way vary or add to these Terms and Conditions unless we agree otherwise in writing.

2.4 Our Proposal is based on the information provided to us at the time we prepare it. If any errors or discrepancies become evident which affect our price, we reserve the right to make adjustments to it.

3. The Services

3.1 We will ensure that our Services are provided with reasonable care and skill and in accordance with best trade practice. Our Services, and any guidance we provide, will be from a design perspective only; you must gain specialist advice from architects, building control or other specialist contractors where applicable.

3.2 We will provide you with a number of designs as agreed within our Proposal which will need to be approved by you in writing. We will accommodate a maximum of one minor revision to your chosen design, to be at our discretion. Any further alterations, any changes to the original brief, any changes required after you have approved the design, works required outside of our normal working hours or any additional visits required above the allowance included for in

our Proposal will be chargeable at our hourly rate applicable at the time.

3.3 If you require any additional services after accepting our Proposal, we will provide you with a further Proposal, which must be accepted by you in writing before we will proceed.

3.4 We may provide sketches or impressions before or during the provision of the Services. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the works to be provided, nor to guarantee specific results.

3.5 We can render developers’ or architect plans at your request. These will be based on the relevant developer’s specification and measurements. All decisions relating to the final design and build are your and the developer’s responsibility. We will have no liability where we have relied on measurements provided to us where these are found to be incorrect.

3.6 Any plans we provide will be to-scale where possible however, it is your responsibility to check all dimensions and measurements set out in the plans.

3.7 If we are asked to provide lighting, heating, flooring or other plans, we will produce these as guidance only from a design point of view. It will be the relevant contractor’s responsibility to ensure the work from the plans we have created is safe and practical.

3.8 We will provide our designs and plans digitally and have included for this in our Proposal. If you require printed materials, or a different format to that in our Proposal, we will charge for our costs in providing these.

3.9 Any timescales we provide are for guidance only and are not of the essence of the Contract.

4. Price and Payment

4.1 Our standard payment terms are as follows:

4.1.1 25% of the quoted fee is payable as a deposit once our Proposal is accepted. We will be unable to commence the works until this deposit has been paid in full;

4.1.2 75% of the quoted fee is due on completion of our Services, or 4 weeks after acceptance of our Proposal, whichever is the sooner.

4.2 We reserve the right to issue the final invoice at any time if the Services are delayed through no fault of our own. We also reserve the right to request 100% of the quoted fee up front at our sole discretion and will specify this in the Proposal.

4.3 We reserve the right to charge for expenses, mileage and travelling time to attend site visits at your request.

4.4 All invoices are payable within 14 calendar days from the date of invoice, without set-off, withholding or deduction.

4.5 If you do not make payment to us by the due date, we will stop providing our Services and will charge you interest on the overdue sum at the rate of 8% per annum above the Bank of England base lending rate from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, both before or after judgment. This will not apply if you have promptly contacted us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

5. Cancellation

5.1 In the event of cancellation, you must provide us with 5 working days notice, where this is not received you will be required to pay the total quoted fee, which will become immediately due and payable. Upon receipt of payment, we will hand over all works completed by us up to the date of cancellation in relation to the Contract.

5.2 Either Party may cancel the Contract immediately if the other:

5.2.1 has committed a material breach of this Contract, unless such breach is capable of remedy, in which case this right to terminate will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so; or

- 5.2.2 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.
- 5.3 Cancellation of the Contract for any reason will not affect the rights and liabilities of the Parties already accrued at that time and any clauses that are stated to continue in force after termination will not be effected.
- 6. Our Liability**
- 6.1 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 our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 6.2 We will not be responsible to you for any indirect or consequential losses including, but not limited to, any loss of profit, loss of business, interruption to business or loss of any business opportunity. In the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, will not exceed the fees paid by you for the Services.
- 6.3 We will use our own exclusive judgement when deciding upon artistic factors required for the provision of the Services. To the extent permissible by law, we will not accept liability, and no refunds will be offered, in the unlikely event that you are dissatisfied due to a matter of personal taste.
- 6.4 Nothing in these Terms and Conditions seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 6.5 We include for Public Liability and Professional Indemnity Insurance. Details are available on request.
- 7. Intellectual Property Rights**
- 7.1 Subject to a written agreement to the contrary, the Contract will give you ownership rights in the Services provided by us provided all payments due under the Contract have been received by us in full.
- 7.2 The ownership will apply only to final versions provided by us and will not apply to any draft versions.
- 7.3 We reserve the right to use any design created by us in any advertising or promotional material, publications, print, or any other purpose required by us.
- 7.4 You warrant that any document given to us will not cause us to infringe the intellectual property or other legal rights of any third party.
- 8. Events Outside of Our Control (Force Majeure):** We will not be liable for any failure or delay in performing our obligations where that 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, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism or war, governmental action, epidemic or other natural disaster, or any other event that is beyond our control.
- 9. How We Use Your Personal Information:** 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 2018 and your rights under such.
- 10. Other Important Terms**
- 10.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if we sell our business). If this occurs you will be informed by us in writing. Your rights under these Terms and Conditions will not be affected and our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 10.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without our express written permission.
- 10.3 The Contract 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 these Terms and Conditions.
- 10.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) will be deemed severed from the remainder of these Terms and Conditions and the remainder will be valid and enforceable.
- 10.5 No failure or delay by us in exercising any of our rights under these Terms and Conditions means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.
- 11. Governing Law and Jurisdiction**
- 11.1 These Terms and Conditions (and the Contract), including any non-contractual matters and obligations arising from them or associated with them, will be governed by, and construed in accordance with, the laws of England and Wales.
- 11.2 Any dispute, controversy, proceedings or claim between us and you relating to these Terms and Conditions (or the Contract) (including any non-contractual matters and obligations arising from them or associated with them) will fall within the jurisdiction of the courts of England and Wales.