

## Terms and Conditions of Contract

Issue 1.6 Date: 1 August 2019

### 1 Our Contract.

- 1.1 These Terms and Conditions (“contract”) govern the supply of goods and services sold by GPO Designs Ltd (Registered in England, Company no: 7459622) of registered office 8 Willow Grove, South Woodham Ferrers, Chelmsford, Essex, CM3 8RA (“we”, “our” and “us”) to the customer (“you” and “your”) and together with the “Contract for Supply of Services” constitute the entire and only agreement between us in relation thereto.
- 1.2 Variations in these terms will not be recognised by us unless we have specifically accepted them in writing.
- 1.3 All orders placed by you are on the basis of these Terms and Conditions noting that for contracts with consumers nothing in these terms shall alter your statutory rights under the Consumer Contracts Regulations or other regulations.
- 1.4 Orders are subject to acceptance by us at the point of our despatch of goods to you, or at the point of our starting to provide a service to you at which point a legally binding contract is constituted between us for that ordered item. Where multiple items are listed separately on an order, acceptance of the order shall be considered as separate for each item. No contract shall be established between us until the point of despatch of an item or until our service has been started to be provided.
- 1.5 Our processing of your payment and acknowledgement of your order does not constitute legal acceptance of your order.
- 1.6 Nothing in these terms shall affect your statutory rights. Where any terms are found to be unfair these terms shall be excluded and the remaining contract terms shall continue to apply.

### 2 Price

- 2.1 The price payable for the goods and services you order is as set out within the contract for supply of services or agreed by us in writing.
- 2.2 We reserve the right to amend our advertised pricing at any time.
- 2.3 Occasionally an error may occur and our goods or services may be incorrectly priced in which circumstances we shall not be obliged to supply the goods or services at the incorrect price.
- 2.4 Our goods and services must be paid for in full prior to the submission of any plans or documentation provided by us to any third parties.
- 2.5 Value Added Tax (VAT) where applicable is included within our stated price and where VAT is charged a VAT invoice will be issued. VAT invoices will not be issued where VAT has not been charged.
- 2.6 Our prices include UK delivery.

### 3 Delivery

- 3.1 We will endeavour to provide our goods and services quickly however time of delivery shall not be of the essence of the contract. We aim to deliver our goods and services within the estimated time from order stated on the contract for supply of services however this cannot be guaranteed and excludes time where we are waiting for information from you.
- 3.2 Our Fast Track service offers a priority service that aims to issue plans within a faster timescale. Where we are unable to meet this timescale we will advise you of this and unless we have agreed otherwise you will be charged our normal non Fast Track rate where our deliverables are more than 2 working days later than agreed.
- 3.3 We deliver Plans on both paper and electronically in PDF format. The time of delivery shall be considered as the time of postage/shipping, time of collection or the time at which electronic files are transmitted or made available to you from our server.
- 3.4 We use reasonable endeavours to ensure that electronic deliverables are virus free however we cannot accept responsibility for any infection by virus or malicious code. It is recommended that you check any electronic deliverables or website downloads.

### 4 Order cancellation and refunds

- 4.1 If you are a UK customer, you have a statutory right under the Consumer Contract Regulations to cancel your order for a period of 14 days. You may do this by taking or sending by post, or e-mail a written notice of cancellation to our registered address or by telephoning us.
- 4.2 In addition to your statutory rights you may cancel your order for any goods or services at any time by advising us in advance of the dispatch of the goods or prior to our commencing work on a particular service for you. You may contact us via telephone, email or by writing to us at our registered address. An order shall not be considered cancelled (other than in accordance with any rights under the Consumer Contract Regulations) until we have issued an acknowledgement of the cancellation.

- 4.3 Orders for customised goods which have already been despatched or delivered by us or for services which have already been provided or commenced by us cannot be cancelled.
- 4.4 If you cancel this contract, we will reimburse to you payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us), we will not refund and you will be charged for any part of the service already undertaken if you have explicitly requested that we begin work within 14 days of order, or if 14 days have elapsed from the date of order.
- 4.5 We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.
- 4.6 We will make the reimbursement without undue delay, and not later than — (a) 14 days from the day you return any goods supplied, or provide evidence that you have returned them, or
- 4.7 (b) if there were no goods supplied, 14 days from the day on which we are informed about your decision to cancel this contract.
- 4.8 We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement
- 4.9 In the event that we are incapable of performing our obligations under this contract because of any event which is unavoidable and beyond our reasonable control we will give notice to you and do everything reasonably possible to resume performance. Upon giving of such notice the contract shall be suspended. If the period of default exceeds 15 days from the receipt of notice of the event the contract shall thereupon terminate unless the parties have agreed otherwise in writing.
- 4.10 We may cancel an order without giving cause by providing written notice and subsequently refunding any payments received for items or services that have not already been supplied.

### 5 Terms of Payment

- 5.1 We may process your payment at the point of order and in advance of the delivery of any goods or services to you or in arrears.
- 5.2 Payment can be made via our website, by BACS or by cheque made payable to “GPO Designs Limited” and delivered to our registered address. To reduce the chance of invoice fraud please confirm account details with us by telephone on 01245 835855 before submitting payments.
- 5.3 Without prejudice to our right to claim costs under the Late Payment of Commercial Debts (Interest) Act 1998, if for any reason any payment is not made when due we reserve the right to be paid on an indemnity basis any costs we incur in recovering any money due under this contract (and the costs of recovering such costs) including our administrative costs and any costs incurred with lawyers or debt collection agencies. Our administrative costs may include the cost of employing the staff concerned and the overheads attributable to them for the time spent. In calculating our administrative costs credit will be given for any compensation due under the Late Payment of Commercial Debts (Interest) Act 1998. “If proceedings are issued a minimum contribution of £200 (in addition to the fixed costs of issue) will be claimed towards any costs incurred with lawyers.
- 5.4 For consumer customers if for any reason any payment is not made when due we reserve the right to be paid on an indemnity basis any costs we incur in recovering any money due under this contract (and the costs of recovering such costs) including our administrative costs and any costs incurred with lawyers or debt collection agencies. Our administrative costs may include the cost of employing the staff concerned and the overheads attributable to them for the time spent. The delivery date for any further contract deliveries may at our discretion be extended by the duration of any late payment period.
- 5.5 Where any of our fees remain outstanding 1 month after the date of invoice, GPO Designs retains the right to withdraw any planning or other applications prior to a decision being issued by the local authority. Additional application fees may be due to the local authority if you require the application to be resubmitted.

### 6 Planning Authority and Building Control Applications

- 6.1 A fee is generally payable to the Local Authority for Planning Applications and Building Regulations Applications. The appropriate fee must accompany the application and will become payable by you direct to the Local Authority at the point of submission of the

application. We may offer advice as to the fee we believe is due to the Local Authority however you are responsible for the payment of any Local Authority fees which become due.

- 6.2 Where a Planning Application is submitted on your behalf under no circumstances can we guarantee that it will be granted. We cannot refund fees for our goods or services where Planning Applications are not granted.
- 6.3 Certain types of work may not require planning permission as it may be a "Permitted Development". GPO Designs is not able to advise whether or not planning permission is required however we may, on your behalf obtain a written statement from the Local Authority that confirms planning permission is not required or we may offer our opinion to facilitate your discussions with the Authority. Where GPO Designs has already produced Planning Application Plans (or draft plans) no refund of our fee will be offered if the Local Authority subsequently determines that Planning Permission is not required.
- 6.4 We will issue you with a proof copy of your plans and request your approval of those plans prior to submission to the Local Authority. You must confirm that these plans meet your requirements (including design and dimensional requirements) or advise of any errors, omissions or changes that you require. GPO Designs will update the plans in response to your comments and reissue you with a further proof copy for your approval.
- 6.5 In the unlikely event that we are unable to update any plans to meet with your requirements then you may terminate the contract for future deliverable items. You will be charged for all activities undertaken up to the date of contract cancellation.
- 6.6 We will correct any errors or omissions in our plans which are required for them to be accepted for consideration by the Planning Authority.
- 6.7 Should the Planning Authority request additional plans or details which were not explicitly included within our offer to you then additional work beyond the scope of our existing contract may be required. In this situation we will provide you with a quotation for the additional work. We request your acceptance of that quote in writing (electronic or paper) and your instructions before proceeding.
- 6.8 We do not offer a warranty, guarantee, representation or opinion as to the cost or practicability of construction of any of our designs.
- 6.9 Our services are limited to the production and submission of plans and applications. Where these plans or applications are found to contain errors we will on request correct those errors and resubmit the applications.
- 6.10 You or your contractor remain responsible for your compliance with any granted permissions and for ensuring any additional permissions are obtained to comply with other aspects of legislation during the build process (including, but not limited to, Party Wall Regulations, Health and Safety Legislation, the Construction Design and Management Legislation, Building over or adjacent to utilities, or Right to Light issues. We advise that all construction work on site should be supervised by a Structural Engineer or other competent person.
- 6.11 We will prepare applications on the assumption that the applicant is the sole owner of any land and that no rights of way exist across the site. Where this assumption is incorrect you must inform us at the earliest opportunity and prior to the submission of any applications. Planning applications are likely to be invalid if incorrect land ownership details are submitted with the application.
- 6.12 GPO Designs are not Structural Engineers. Where structural calculations or services are requested we will arrange the services of a qualified structural engineer on your behalf at additional cost.

#### **7 Additional Work**

- 7.1 Our fees include reasonable consultation where necessary but do not provide for any protracted negotiations (for example with Statutory Authorities). Any additional work related to these matters will be charged on a time basis to be agreed in advance with you.
- 7.2 Additional work may be required where we are involved in extra work and expense for reasons beyond our control and which are outside the scope of our agreed contract. This may include for example the revision of drawings and specifications once they have been prepared due to changes in your brief or instructions or due to statutory requirements. Additional Local Authority fees may also be payable.
- 7.3 You will not be charged for any additional work unless this work and the fee for it has been agreed with you in advance.

#### **8 Copyright and Design Rights**

- 8.1 The copyright of all documents and drawings prepared by us will remain the property of GPO Designs Limited. We may use any plans or documents produced by us for advertising or other purposes including

online and print media.

- 8.2 We will provide you with a non exclusive royalty free licence to use documents and drawings produced for you which solely contain our Intellectual property for any purpose excluding resale to third parties and only providing our relevant services have been paid for in full.
- 8.3 We use mapping data provided under licence from third parties. Where this data is incorporated into drawings produced for you the drawings will be provided under the terms and conditions of that third party licence. These conditions will limit your use of the drawings and the numbers of copies (electronic and paper) which you may produce or retain (typically you will be limited to one copy). If you do not accept the terms of the third party licence then you must return all the licensed items to us unused immediately and without retaining or distributing the items. Additional licences can be obtained for an additional fee. Additional copies of licensed items must not be made.
- 8.4 If you would like us to make use of plans or details provided by third parties you must first make arrangements for our use of those plans or details with that third-party. Our agreed price does not include any licensing payments that may become due to such third parties.

#### **9 Liability**

- 9.1 Where plans or details produced by us are found to contain significant errors or omissions we will, on request, modify the plans and details and prepare new applications.
- 9.2 The information provided by us is for use in securing permissions (i.e.. Planning Permission or Building Regulations Plans Approval). We shall have no liability to pay any money to you by way of compensation for work undertaken by third-parties as a result of the use of any of our plans for any purpose. In the event of a dispute our liability shall be limited to the amount paid by you to us for our service plus an amount not exceeding 10% of the amount paid by you. Nothing in this is however intended to limit any rights (including statutory rights) you may have as a customer under applicable local law that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.
- 9.3 We recommend that you do not enter into any contract or commitments regarding any construction activities prior to permissions being secured. We also recommend that commitments for high value items (e.g. doors, windows, kitchens and bathrooms) should not be entered into until after substantial completion of the construction works since measurements will need to be confirmed on site and unforeseen events may require the alteration of previously approved plans.
- 9.4 The details which we produce for building regulations applications are intended for use in securing building regulations approval. Details of measurements, existing construction and ground conditions should be confirmed by your contractor prior to commencement. Any errors or discrepancies should be notified to us immediately to allow the plans and details to be revised if necessary. Ground conditions may require alternative foundation details than have been provided and any foundations will need to be agreed with the Building Control Authority following excavation and detailed examination of the site.
- 9.5 Where plans include details of underground utilities the positions of these utilities are shown approximately. Additional utilities may be present but not shown on the plans. Construction work should not proceed until the position, type, size and condition of those utilities has been established by your contractor. Differences in capacity (e.g. pipe diameter) may invalidate any permissions granted by the utility provider and it is therefore essential that capacities are confirmed by your contractor at the earliest opportunity.

#### **10 Privacy and Personal Information**

- 10.1 We will not pass your personal information to third parties except where:
  - 10.1.1 We are submitting information to the Local Authority on your behalf with regard to Planning or Building Control Applications.
  - 10.1.2 We provide your information to third party print services suppliers who may deliver printed copies to us or directly to you.
  - 10.1.3 You request us to do so. (For example where we request quotations from third parties)
  - 10.1.4 We have a statutory duty to provide information.
  - 10.1.5 It is a necessary part of our delivery of the goods or services.

#### **11 Feedback and Complaints**

- 11.1 If you have any feedback or a complaint please write to us at our registered address.

#### **12 Law**

- 12.1 This contract shall be subject to English Law and to the jurisdiction of the Courts of England and Wales.