

# **Foxdale Services Ltd**

## Standard Terms & Conditions of Service

### 1) Definitions

- Agreement – This document in its entirety without additions.
- The client – The individual or company agreeing to purchase services from the company.
- The company – Foxdale Services Ltd. Registered in England No : 3834211
- Drawings – All documents prepared or assembled by the company in relation to the services provided.

### 2) Services to be provided

The company undertakes to provide services for the client comprising plan drawing and associated administrative work for the purpose of obtaining statutory approvals from local authorities and the like including planning consent unless specifically agreed otherwise in writing.

The services covered by this Agreement are limited to the preparation of plans and drawings and associated administrative work and do not extend to the provision of construction services, professional advice, contract administration or any form of building works.

At the request of and with the agreement of the client, the company may supply services provided by third parties where those services are complimentary to the provision of the plan drawing services supplied directly by the company.

### 3) Use of Drawings

All drawings prepared under this agreement are intended and will be prepared to show the general arrangement and form of construction of the client's project and are prepared on the basis that they are instruments to be used by the client solely with respect to the project for which they are prepared.

### 4) Copyright & retention of work

The company shall be deemed to be the author of all documents and drawings prepared and shall retain all common law, statutory and other reserved rights, including the copyright.

The client shall be permitted to retain copies, including reproducible copies, of the drawings, specifications and other documents prepared under this agreement and shall retain the right to supply copies to third parties such as builders, engineers and other individuals and organizations where it is a necessary and reasonable requirement to do so in pursuit of undertaking work on the project.

The drawings or other documents supplied shall not be used by the client for any other purpose unless agreed in writing by the company.

### 5) Responsibilities

The company shall provide plan preparation services for the client in a timely manner following appointment and shall use its endeavours to ensure that all documents prepared, accurately represent the wishes of the client, that they are legible and professionally presented.

The client is responsible for establishing their own project requirements and definitions of services required and no responsibility can be accepted by the company for determining the suitability of any particular service requested or its appropriateness for any particular project.

6) Payment for services

The client undertakes to make payment to the company in full within 14 days of the submission of an invoice to the client by the company. Unless agreed otherwise in writing, invoices will be issued at the end of each calendar month for work preformed on behalf of the client during that month.

In the event of late payment of fees the company reserves the right to charge interest at a rate of Bank of England base rate plus 5% from the date that payment falls due to the date of receipt.

7) Termination

Either party may terminate this agreement at any time by giving seven days notice in writing to the other. Should the client choose to terminate the agreement then the company will at the request of the client, supply copies of all completed drawings and documents for retention and use by the client. The client will be responsible for the payment to the company for all services provided and third party expenses incurred up to the termination of the agreement. No further monies shall be payable.

8) Warranties & Liabilities

The company warrants that it will provide a prompt and timely service to the client and use its endeavours to fulfill the client's legitimate requirements.

The company offers no warranties in respect of services offered by third parties or supplied by the company on behalf of third parties.

The company does not undertake to advise the client with respect to the suitability of services supplied by the company to satisfy the client's ultimate requirements.

The company does not make any commitment to the client or accept any liability that the content of the services provided will meet any specific requirements that the client may have or accept liability for any losses incurred by the client whether arising from the negligence of the company or otherwise. In any dispute concerning the services provided, the company's ultimate liability shall never exceed the total of all payments for services made by the client to the company in respect of the disputed work.

9) General

This Agreement represents the entire and integrated agreement between the client and the company and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument.

This agreement is not intended to be for the benefit of any third party and nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favour of a third party against either the client or the company and shall not be exercisable by any other person under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

This agreement shall be governed by the Laws of England.

Foxdale Services Ltd.  
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