

Brookwood Barn Company – Design Proposal – Terms and Conditions

- 1 **Definitions**
- 1.1 When the following words with capital letters are used in these Terms, this is what they will mean:
- 1.1.1 **Design Proposal:** the description or specification of the Services and fees payable provided in writing by Us to you.
- 1.1.2 **Products:** the work products We create for you as a result of the Services, as set out in the Design Proposal and including but not limited to technical drawings and plans.
- 1.1.3 **Services:** the services that We are providing to you as described in the Design Proposal.
- 1.1.4 **Terms:** the terms and conditions set out in this document; and
- 1.1.5 **We/Our/Us:** The Brookwood Barn Company, a limited company incorporated in England and Wales with company number 04908384 and whose registered office is at Unit 3c, Eastleigh Works, Campbell Road, Eastleigh, Hampshire, SO50 5AD.
- 1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.
- 2 **Our contract with you**
- 2.1 These are the terms and conditions on which We supply Services to you.
- 2.2 Please ensure that you read these Terms carefully, and check that the details on the Design Proposal and in these Terms are complete and accurate. If you think that there is a mistake or require any changes, please contact Us to discuss. If you wish Us to provide the Services to you, you must indicate your acceptance of these Terms and the Design Proposal by signing and returning a copy to Us at which point a contract will come into existence between you and Us.
- 2.3 If any of these Terms conflict with any term of the Design Proposal, the Design Proposal will take priority.
- 3 **Providing services**
- 3.1 We will supply the Services to you using Our reasonable care and skill and in compliance with commonly accepted practices and standards of architectural design.
- 3.2 We will own the copyright, design right and all other intellectual property rights in the Products but where Products are prepared for your use, We grant you an irrevocable, royalty-free licence to use these Products for the purpose for which they were prepared.
- 4 **If there is a problem with the services**
- 4.1 In the unlikely event that there is any defect with the Services or Products please contact Us and tell Us as soon as reasonably possible and give Us a reasonable opportunity to remedy any defect.
- 4.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.
- 5 **Fee and payment terms**
- 5.1 The fee for the Services and Our payment terms will be set out in the Design Proposal. You may be eligible for a refund of the cost of your planning design and application in accordance with Schedule 1.
- 5.2 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Lloyds Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 5.3 If you do not pay Us for the Services when you are supposed to as set out in the Design Proposal. We may suspend the Services with immediate effect until you have paid Us the outstanding amounts. We will contact you to tell you this. This does not affect Our right to charge you interest under clause 5.2.
- 6 **Our liability to you**
- 6.1 If We recommend, liaise with and/or supervise third party professionals (including but not limited to structural engineers and party wall surveyors), We shall have no liability for any deficiencies in any work done or damage caused by any such third party, unless those deficiencies or that damage are directly caused by Our negligence.
- 6.2 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence subject to a limit of £1,000,000. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by you and Us at the time We entered into this contract.
- 6.3 If We are providing Services in your property, We will make good any damage to your property caused by Us in the course of performance. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of performance by Us.
- 6.4 We only supply the Services for domestic and private use. You agree not to use the Services for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 6.5 We do not exclude or limit in any way Our liability for:
- 6.5.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- 6.5.2 fraud or fraudulent misrepresentation;
- 6.5.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 6.5.4 breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
- 6.5.5 defective products under the Consumer Protection Act 1987.
- 7 **Your rights to cancel**
- 7.1 If you are a consumer and We have not met with you or We have met with you away from Our offices, you may be entitled under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to a 14 day cancellation period, during which you cancel the contract without giving any reason. The cancellation period will expire 14 days from the day of conclusion of the contract.

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7.2 To exercise the right to cancel, you must inform us of your decision to cancel the contract by a clear statement (e.g. a letter sent by post or email). You may use the model cancellation form set out in Schedule 2, but you are not required to. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period expires.

7.3 If you cancel the contract, We will reimburse to you all payments received from you. We will make the reimbursement without undue delay, and not later than 14 days after the day on which We are informed about your decision to cancel the contract. 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.

7.4 If you expressly requested in writing for us to begin the performance of the Services during the cancellation period, you shall pay us an amount which is proportionate to what has been performed until you have communicated to us your cancellation from the contract, in comparison with the full coverage of the contract.

7.5 Once We have begun to provide the Services to you, you may cancel the contract with immediate effect by giving Us written notice if:

7.5.1 We break this contract in any material way and We do not correct or fix the situation within 7 days of you asking Us to in writing; or

7.5.2 We go into liquidation or a receiver or an administrator is appointed over Our assets.

8 Our rights to cancel

8.1 We may cancel the contract for Services at any time with immediate effect by giving you written notice if:

8.1.1 you do not pay Us when you are supposed to as set out in the Design Proposal. This does not affect Our right to charge you interest under clause 5.2; or

8.1.2 you break the contract in any other material way and you do not correct or fix the situation within 14 days of Us asking you to in writing.

9 How we may use your personal information

We will use the personal information you provide to Us to provide the Services and process your payment for such

Services. We will not give your personal data to any third party.

10 Other important terms

10.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

10.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

10.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

10.4 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

10.5 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

ACCEPTANCE OF TERMS AND DESIGN PROPOSAL

I have read and accepted the Terms as set out above and the contents of the Design Proposal:

Signed _____

Print
Name _____

Date _____

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SCHEDULE ONE: CONDITIONS APPLICABLE FOR PLANNING OFFER

OFFER PERIOD:	The offer applied to contracts signed between 1 st December 2019 and 1 st July 2020
PROPERTY LOCATION:	The offer applies to all residential properties within the County of WEST SUSSEX
OFFER VALUE:	<p>£1,000 +VAT contribution towards the total planning preparation fee (as per the design Proposal). This total fee will be proposed to you once the scope of the planning application is known and £1,000 will be discounted from that agreed fee</p> <p>The variable planning fee to register the planning application is NOT included as part of the OFFER VALUE.</p>
WORK INCLUDED:	<ol style="list-style-type: none">1. A full measured survey of the existing property and the production of existing sections and elevations (suitable for planning application).2. Design meetings with you to discuss the proposed layout of the building for the planning application submission. .3. Liaison with the relevant planning department throughout the planning application process (typically 8 weeks)
WORK NOT INCLUDED:	<p>The cost of the appointment and fees of third party professionals, including but not limited to, structural engineers, party wall surveyors and temporary works engineers.</p> <p>Any additional work or fees incurred due to a change in the planning policy of the relevant planning department, which We reserve the right to make an additional charge for. The above offer conditions reflect the current planning policy as at December 2019.</p>
REFUND:	<p>The applicable OFFER VALUE will be invoiced upon Our appointment and If you instruct Us to build your project (Which includes the supply of an Oak frame of which you or your subcontractor will fit), We will refund the applicable OFFER VALUE to you 28 days after the commencement of the building works (or delivery of the frame) at the property. We will make thereimburse using the same means of payment as you initially used to pay Us the applicable OFFER VALUE.</p> <p>If you do not instruct Us to build your project (or Supply your Oak Frame), then no refund will be payable.</p>