TERMS AND CONDITIONS

For the purposes of these terms and conditions (‘terms’), ‘we’, ‘us’ or ‘our’ shall refer to Hannah Pascoe Design (‘HPD’); ‘the Client’ shall mean any person or company to whom we supply services or goods under these terms and ‘the Contract’ shall mean any contract between HPD and the Client for the supply of services or goods incorporating these terms.

1. **Application**

These terms shall apply in place of and prevail over any terms or conditions contained or referred to in the Client’s order or in correspondence or elsewhere or implied by trade custom practice or course of dealing unless specifically agreed to in writing by HPD and any purported provisions to the contrary are hereby excluded or extinguished.

1. **Proposal and Fees**

A proposal provided by us does not constitute an offer and we reserve the right to withdraw or revise the same at any time prior to our acceptance of the Client’s order and entering into a Contract.

We shall prepare a proposal and carry out the works specified therein, for the fees set out therein or as otherwise agreed in writing.

The fees set out in the proposal are based on the anticipated time spent. Such fees shall remain unaltered for a period of two months from the date of the proposal or such written agreement.

The proposal on which the Contract is based is made on the assumption that work is to be carried out during normal working hours and as a continuous job unless otherwise agreed in writing. We may make an additional charge at prevailing standard hourly rates for work carried on outside normal working hours or for any break in the continuity of the work or for other loss of time resulting from the Client changing its instructions.

**Estimate, Acceptance and Costs**

All goods to be supplied to Client will be charged at trade price with pre agreed percentage markup added as set out in the proposal.

No order placed by the Client shall be deemed to be accepted by us until a written acknowledgement of order is issued by HPD or, if earlier, we supply the goods or services to the Client.

1. **Payment**

Payment of our fees shall be due upon acceptance of the proposal.

Payment of costs as set out in the estimate shall be made as follows:

(i) 70 per cent of the costs shall be due upon the acceptance of the estimate.

(ii) The outstanding balance of costs shall be due upon submission of our final account.

Unless otherwise provided above, payment for goods supplied or services rendered shall be made within 14 days of the date of the relevant invoice. In the event of any payment not being so made we shall be entitled to charge interest at the rate of 2.5% per annumover the current base rate of HSBC PLCon the amount of the delayed payment for the period of the delay. Furthermore, we reserve the right immediately to suspend or cancel any Contract without prejudice to any other rights we may have. Time shall be of the essence of the Contract in relation to payments due from the Client.

The Client shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

1. **Delivery**

Any time or date for delivery of goods quoted by HPD shall be approximate only and we shall not be liable in any manner for failure for any reasonable cause to deliver within the time quoted nor in such circumstances shall the Client be entitled to cancel or terminate the Contract.

The Client shall take delivery of the goods supplied under the Contract within 7 days of HPD giving notice that the goods are ready for delivery, or as otherwise agreed.

Any dates specified by us for delivery of the goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

If we are unable to deliver any goods for due to an Event Outside Our Control (as described in clause 10), HPD shall not be liable for the failure to deliver such goods and shall be entitled to suspend or cancel the Contract under which the goods are to be supplied or that part of such Contract which relates to the sale or supply of such goods.

1. **Retention of Title**

All goods supplied by us shall remain the property of HPD until payment in full has been received by us for all such goods supplied pursuant to the Contract and for all other amounts owing by the Client to HPD on any account and until such payment the Client shall hold the goods as bailee on behalf of and in a fiduciary capacity for HPD.

Where payment is made by the Client to HPD in satisfaction of a debt or debts incurred by the Client in respect of goods or services supplied by us such payment shall be deemed to have been made in respect of the earliest debt or debts so incurred (unless such payment is expressed to be made in respect of a debt or debts specially identified by the Client).

Until such time as we have been paid in full, the Client shall store the goods in such a way as to be clearly identifiable as the property of HPD.

The Client shall not attempt or purport to pledge or transfer the goods in any way as security to any third party until title to them has passed to the Client in accordance with these terms.

We shall be entitled, at any time after a default has been made by the Client on any payment by the due date, or if any such default appears to us to be likely, to require the Client by written notice to place at our disposal any goods to which title has been reserved by HPD under these terms. Any action so taken by us shall not prejudice any other rights that we may have. Without prejudice to the foregoing and in addition to all other rights, we shall be entitled, at any time after a default has been made or appears likely as aforesaid, to enter upon any land or premises where the goods to which title has been reserved under this provision may be for the time being and recover possession of them.

1. **Passing of Risk**

Notwithstanding clause 5 above (Retention of Title), the risk of loss or damage to the goods shall pass to the Client on delivery, if the goods are to be delivered in Jersey, or at the moment the goods are delivered by HPD to the Client’s appointed carrier service if the goods are to be delivered outside Jerseyand the Client shall therefore insure accordingly. Where the Client chooses to collect the goods, risk will pass when the goods are entrusted to him or any party collecting on his behalf.

In all cases where the Client owns or has purchased goods including but not limited to any works of art or antiques and HPD has agreed to take possession of those goods for any purpose in connection with the supply of services by us hereunder we shall be in possession solely as bailee for the Client and the risk of loss or damage to the goods shall at no time pass to HPD.

1. **Value Added Tax (‘VAT’), Goods and Services Tax (‘GST’) and equivalent**

The amount of any VAT, GST or equivalent tax on the goods, services and expenses of HPD will be chargeable to the Client in addition to the price of such goods or our fees and expenses as the case may be.

1. **Client’s Instruction**

The Client will provide us with such information and make such decisions as are necessary for the proper performance of the Contract. The Client shall be charged at our standard hourly rates for extra work resulting from changes in a design approved by the Client or other changes in the Client’s instruction.

1. **Inspection and Manufacturer’s Guarantees**

Services: The Client shall inspect the work of HPD on completion of the Contract and shall within 14 days thereof notify us in writing of any respect in which the work is defective or not in accordance with the Contract. If the Client fails to give such notice, all work shall be deemed to be in accordance with the Contract in all respects and the Client shall be bound to accept and pay for the same accordingly.

If the Client notifies HPD of work which we accept is defective, the Client shall afford HPD the opportunity of making good such work.

Goods: The Client shall inspect the goods when they are delivered and shall notify HPD in writing within 14 days of the date of delivery (or such lesser period stipulated by the supplier) of any respect in which the goods are defective or otherwise not in accordance with the Contract whereupon we will use our reasonable endeavours to help with the rectification of any problems. However, the supplier is ultimately responsible for dealing with any issues in respect of the goods.

Manufacturer’s Guarantee: Goods may come with a manufacturer’s guarantee. We will notify you of any such guarantee when goods are delivered and provide any relevant paperwork with the goods. All goods must be inspected for damage upon delivery and HPD informed of any issues without delay.

If, where available, the Client wishes to rely on a manufacturer’s guarantee, we will use our reasonable endeavours to help with the rectification of any problems. However, the manufacturer is ultimately responsible for dealing with any issues in respect of the goods. This guarantee is in addition to your legal rights in relation to any goods that are faulty or not as described.

1. **Non-Completion and Events Outside Our Control**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by an Event Outside Our Control. An ‘Event Outside Our Control’ means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, failure of public or private telecommunications networks or non-performance by suppliers or sub-contractors.

If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract, we will notify the Client as soon as reasonably possible, our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects the delivery of goods, we will arrange a new delivery date with the Client after the Event Outside Our Control is over. Where the Event Outside Our Control affects our performance of services, we will restart such services as soon as reasonably possible after the Event Outside Our Control is over. The Client may cancel the Contract if an Event Outside Our Control takes place and it no longer wishes HPD to provide the goods and/or services provided always all outstanding invoices have been settled in full. We will only cancel the Contract if the Event Outside Our Control continues for longer than 12 weeks in accordance with our cancellation rights in these terms.

1. **Out of Pocket Expenses**

General: The Client shall reimburse HPD for all travelling and hotel expenses and any other costs properly incurred by us in connection with our appointment.

Travelling time: Where work is being charged on a time spent basis, travelling time may be charged at our standard hourly rate.

1. **Contractors**

Where the Client engages a third party contractor to undertake construction or other works, the Client will hold the contractor, and not HPD, responsible for the contractor’s performance, operations methods, and for the proper execution of the work and for safety procedures in connection with the works. HPD will not be liable for any failure or delay in the performance of its obligations under this Contract where such failure or delay arises out of or in connection with any act or omission of such third-party contractors.

1. **Consultants**

Where the Client engages third party consultants, either directly or through the agency of HPD, the Client will hold each consultant, and not HPD, responsible for the competence, general inspection and performance of the work entrusted to that consultant. We will have authority to co-ordinate and integrate into the overall design the services provided by any such consultant. HPD will not be liable for any failure or delay in the performance of its obligations under this Contract where such failure or delay arises out of or in connection with any act or omission of such consultants, other than where such consultants are acting on the express instructions of HPD.

1. **Liability**

HPD accepts no liability for any loss or damage howsoever suffered as a consequence of the services performed or goods supplied to the Client save for any liability which cannot be excluded as a matter of law.

1. **Representations**

Any oral representation or statements made by HPD, its servants or agents shall be regarded as statements of opinion only and we shall not be responsible for the accuracy of such statements.

1. **Copyright, Confidentiality and Publicity**

Copyright: Copyright in all documents and drawings prepared by HPD and in any works executed from those documents and drawings shall remain the property of HPD. Such documents, drawings and work are and shall be confidential and shall not be disclosed to any third party without our written consent, save that the Client shall be entitled to reproduce the design of HPD in the maintenance, repair or renewal of the work.

Confidentiality: We shall treat all personal and business information supplied by the Client as confidential. We shall not disclose such information to any third party without your the permission of the Client, except where required by law or where action might be necessary to protect the Client or someone else.

Publicity: The Client permits HPD to photograph our design work and finished project on completion and to use those photographs in our publicity material (including, but not limited to; on our website and social media accounts), provided that we do not disclose details of the Client without prior written consent.

1. **Waiver**

The granting of time or any other concession shall in no way prejudice or constitute a waiver of our entitlement to enforce any rights under our Contract.

1. **Governing Law**

All Contracts entered into by HPD shall be governed by the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Walesas regards any claim or matter arising under the Contract.