



3equals1design Limited Terms and conditions of Business for provision of Services ("Terms")

Please read these terms and conditions carefully before placing an order with us.

3equals1 design Limited, a company incorporated in the United Kingdom with Company number 07452749 and whose registered office is at Orange Studio, Old Paradise Yard, 20 Carlisle Road, London, England, SE1 7LG with registered VAT number 104059256

Acceptance of these Terms will constitute deemed acceptance of all the Company's Terms including any contained in any initial quote or estimate and proposal for the current job delivered to You, the Customer which are incorporated into these Terms. **Your attention is particularly drawn to clauses 25-30 below on limitation of liability and clauses 14-18 with regards to your data protection.**

The Terms shall apply to all contracts for the supply of Services by the Company to You, the Customer to the exclusion of all other terms and conditions including any terms and conditions which You may purport to apply whether orally or under any purchase order, confirmation order or similar document. The Company's services include: Workplace consultancy, Workplace strategy, Workplace interior design, Workplace furniture consultancy (on project basis) and project management services.

Acceptance of the Order

1. The Company's acceptance of Your, the Customer's, order will take place when it writes to you to accept it, at which point a Contract will come into existence between you and the Company. If the Company is unable to accept your order the Company will inform you of this in writing.

Term

2. The contract for the Service(s) will come into existence on the date the Company writes to accept your order and shall continue until terminated by either party giving the other thirty (30) days written notice of termination provided always that all fees and accrued amounts are paid prior to the end of the thirty (30) day written notice period. The estimated completion date for the Service(s) will be discussed with you during the order process.

Fees

3. The Service(s) shall be provided by the Company to you at the price specified and confirmed in the acceptance of your order or as may be agreed between you and the Company. The Company will invoice you in advance for the first 50% of the Fees for the Services before the Company starts providing them together with Value Added Tax, any other relevant duties or taxes upon the supply of goods or services at the rate prescribed by law.
4. The Company will invoice you for the balance of the Fees for the Services when they have been completed or will invoice you weekly in advance for the Services until the Services are completed. You agree to pay such invoices within fourteen (14) days of issue unless otherwise agreed.
5. Expenses and disbursements will be charged at net cost.
6. Where there are sums due from you to The Company which have not been paid on the due date, The Company will exercise its statutory rights to claim interest (currently at 8.5% over the current Bank of England base rate) on the gross amount outstanding and compensation for recovery costs including any legal or court costs under the late payment legislation if money owed is not received by the agreed date and under the Terms which to avoid any doubt will be deemed to include any terms contained in the relevant invoice/s.
7. If you wish to make a change to the Services please contact the Company immediately in writing. The Company will let you know if the change is possible. If it is possible the Company will let you know about any changes to the price of the Services, their timing or anything else which would be necessary as a result of the requested change and ask you to confirm whether it wishes to go ahead with the change.

The Company's obligations to you

8. The Company shall exercise all reasonable care, skill and diligence to be expected of a qualified and experienced member of the Company's profession in the performance of the Services provided under this Agreement undertaking works similar in scope and character and as required by any applicable laws and regulations.
9. If the Company's performance of the Services is affected by an event outside its control then it will contact you as soon as possible to let it know and take steps to minimise the effect of the delay. Provided the Company does this it will not be liable for delays caused by the event.

Confidential Information

10. During and after the term of this Agreement, the parties agree to keep all confidential information ("**Confidential Information**") in relation to the business of the other confidential.
11. The Company may include the statement "Designed by 3equals1 Design Ltd" or in any academic or marketing literature on any images of your project.

Copyright

12. All copyright, design right, trade mark rights, patent rights and rights in know-how and other like rights including moral rights whether registered or unregistered which subsist now or in the future in the Services, articles, blogs, documents, drawings, specifications, designs, programmes or any other material prepared by the Company whether readable by humans or by machines devised or created by the Company or its employees or consultants shall vest in and shall belong to the Company free of any interest of any third party even if they have been commissioned by you.
13. You shall not be entitled and agrees not to manufacture, reproduce, copy, simulate, emulate, modify, adapt, recreate, or use in original or translated from the Services and any part thereof for any purpose other than that for which they were furnished, or do any other act inconsistent with the Company's ownership of Intellectual Property rights in clause 12 above.

Data Protection

14. You are directed to read our **Privacy Policy on our website** which sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, **Personal Data**) and categories of Data Subject. A copy can be provided to you on request.
15. **Data Protection Legislation means** (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
16. Both parties will comply with all applicable requirements of the Data Protection Legislation.
17. The Company shall, in relation to any Personal Data processed in connection with the performance of the Service:
 - (a) process that Personal Data only on your written instructions unless the Provider is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Company to process Personal Data (**Applicable Laws**). Where the Company is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Company shall promptly notify you of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Company from so notifying you;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by you, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - (d) not transfer any Personal Data outside of the European Economic Area unless your prior written consent has been obtained and the following conditions are fulfilled:
 - (i) You or the Company has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Company complies with reasonable instructions notified to it in advance by you with respect to the processing of the Personal Data;
 - (e) assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (f) notify you without undue delay on becoming aware of a Personal Data breach;
 - (g) at your written direction, delete or return Personal Data and copies thereof to you on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - (h) maintain complete and accurate records and information to demonstrate its compliance with these data protection clauses.
18. You do not consent to the Company appointing any third party processor of Personal Data under this agreement except with your explicit written consent. Your Personal Data may be passed to third parties which are under contract with the Company to provide services to you on the Company's behalf. In such an event the Personal Data shared is only that necessary to fulfil the service requirement under the terms of the contract with the Company. Within such a contract an express condition will be that the third party keeps any data secure and that it is not to use in any other way, such data, for their own or other parties' purposes. As between you and the Company, you shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.

Your obligations to the Company

19. You shall provide and make available to the Company all relevant information, photographs, data, measurements and documentation and any systems data reasonably required by the Company for the performance of the Company's obligations relating to the Services and shall ensure the co-operation of staff, employees and agents.



20. If you do not, within a reasonable time of being asked for it, provide the Company with the information requested in clause 19 above, or it provides the Company with incomplete or incorrect information, the Company may either end the Agreement or make an additional charge of a reasonable sum to compensate the Company for any extra work that is required as a result. The Company will not be responsible for providing the Services late or not providing any part of them if this is caused by you not giving the Company the information it requires within a reasonable time of being asked for it.
21. You shall ensure that you make and retains regular verified backups of all data stored on your systems. You accept that any loss of data through failure to back up the data stored on the equipment or through incorrect use of the equipment is its own responsibility and will not in any way effect the payment of fees owed to the Company and you acknowledge that it should take out such comprehensive data loss insurance protection as reasonably may be considered prudent in your best interests.
22. You shall have the same responsibility for the safety and well-being of any agent, consultant or employee of the Company upon your premises as that of your employee or any visitor invited onto the premises and you will indemnify the Company from and against all loss and liability of the Company arising directly or indirectly from any act or incident thereon howsoever occasioned.
23. Where a site visit is required, you shall arrange full and safe access to the area and/or equipment required to provide the Services (together with adequate lighting, heating and ventilation as well as suitable electrical current for testing where applicable) and shall provide suitable working facilities, telephone and other communications and secure storage as may be required by the Company. The Company shall have the right to visit your site or property when necessary to carry out the Services and to inspect any equipment or systems relating to the performance of the Services at any time during Normal Business Hours (9am to 5pm Monday to Friday) by appointment with you.

Exclusions

24. The Company shall not, in any way, be responsible for any work carried out by you before the Company agrees to act and provide the Services.

LIMITATION OF LIABILITY – these clauses 25-30 shall survive the termination of this Agreement

25. Nothing in these Terms shall exclude or in any way limit either party's liability for fraud or for death or personal injury caused by its negligence or any other liability to the extent such liability may not be excluded or limited as a matter of law.
26. The **maximum aggregate liability** to you for loss or damage, without affecting other limitation or exclusion clauses, under or in connection with these Terms whether in contract, tort (including negligence) or otherwise, will in no circumstances exceed the total Fees paid or payable by you to the Company.
27. Subject to clause 26, the Company shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss or damage to property or any indirect, incidental, special or consequential loss and/or damages arising under or in connection with the Service(s) howsoever caused even if foreseeable, foreseen or known notwithstanding any failure of the Services;
28. The Company's liability shall be calculated on the basis that its liability shall be limited to such proportion which it would be just and equitable to require it to pay having regard to its responsibility and on the basis that all other interested parties in the Agreement, including but not limited to other consultants, contractors, sub-contractors, shall be deemed to have provided contractual undertakings to you in respect of the performance of their services in connection with the Services and shall be deemed to have paid to you such proportion which it would be just and equitable for them to pay having regard to the extent of their responsibility.
29. Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
30. In no event shall the Company be liable for any loss or damage which is not subject to an indemnity under the terms of its professional indemnity insurance policy.

Force majeure

31. Neither party shall be under any liability for failures or delays attributable to causes beyond its control or be deemed to be in breach of this Agreement which result from circumstances beyond the reasonable control of that party.

Dispute Resolution

32. The Company shall in good faith attempt to settle any dispute arising from these Terms or any contract formed by the parties but if the dispute cannot be resolved the parties agree to use a jointly appointed, neutral mediator within 14 days to assist in facilitating resolution of the dispute and to agree a date for the mediator to start the process. This process shall be strictly confidential and without prejudice to the rights of either party in any future proceedings. Any agreement shall be considered binding in good faith.

Governing Law and Jurisdiction

33. This Agreement shall be governed and construed in accordance with the laws of England and Wales and the High Court of Justice in London shall be the exclusive court of jurisdiction.