

**AMR Studio Limited
Terms and Conditions**

1. DEFINITIONS AND INTERPRETATION

1. The defined terms in these Conditions shall have the meanings set out below:

Agreement: The agreement between the Client and AMR Studio consisting of: (a) the letter of appointment ('Letter'), (b) the AMR Studio Terms and Conditions ('Conditions'); and (c) the Attachments (if any). The Letter shall take precedence in the event of any conflict with these Conditions or any other part of the Agreement.

Attachments: Any documents, drawings, briefs, images or other materials of whatever form which help to define the Project, the Services or the parties' requirements and obligations under the Agreement and which have been identified as being part of the Agreement by being initialled or signed by the parties entering into the Agreement.

Building Works: Any building, repair, decoration or maintenance works in regard to the Project.

CDM Regulations: The Construction (Design and Management) Regulations 2015 or as the same may be updated or superseded from time to time, along with any related codes of practice.

FF&E: Furniture, fittings and equipment, including loose furniture, curtains, carpets, fixtures, materials and as may be further defined in the Letter.

Letter: The letter of appointment between AMR Studio and the Client setting out the basis of the Agreement.

Project: The project to which the Agreement relates as identified in the Letter.

Project Cost: The total cost of the Project including any Building Works, repairs or maintenance works and decoration works of any kind together with the retail price of the supply, delivery and installation of any FF&E, all as determined by: (a) initially a fair and reasonable amount estimated by AMR Studio; (b) subsequently when available the latest professional prepared estimate or the lowest acceptable tender(s)/quotation(s) as applicable; and (c) ultimately when available the actual final cost. The Project Cost shall include (without limitation): (a) the cost of any FF&E and/or materials provided or to be provided by the Client to a contractor for installation during the Project; (b) any direct works carried out by or on behalf of the Client; and (c) reasonable provision for the contractor's profit and overheads, but excludes: (a) Value Added Tax (VAT); (b) professional or consultant fees; (c) the costs of any resolution of any dispute; (d) any loss and/or expense payments paid to a contractor; and (e) any adjustment for liquidated damages deducted by the Client.

Site/Premises: The site of the Project and/or the premises to which the Project relates.

Services: The services, works or supplies to be undertaken by AMR Studio as identified in the Letter and including any additional Services or variation to the Services.

VAT: Value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

2. Any notice or other document required under the Agreement shall be in writing and given or served by any effective means to the address of the recipient specified in the Letter or such other address notified to the other party in writing.

3. Communications between the Client and AMR Studio that are not such notices or other documents may be sent to any other address, including an email address, notified by the other party as an appropriate address for specific communications. Communications take effect on receipt, but if not in writing are of no effect unless and until confirmed in writing by the sender or the other party.

4. Communications sent by special delivery or recorded delivery shall be deemed (subject to proof to the contrary) to have arrived at the appropriate address on the second working day after posting.

5. Where under the Agreement an action is required within a period of days from a specified date, that period commences immediately after that date. The period shall include Saturdays and Sundays but shall exclude any day that is a public holiday.

6. The Agreement is subject to the law provided for in the Letter and the parties submit to the non-exclusive jurisdiction of the courts of that jurisdiction.

7. This Clause 1.7 applies if and only if the Client enters into the Agreement with AMR Studio as a consumer - that is, as an individual acting wholly or mainly outside the Client's trade, business, craft or profession - where the Agreement is a distance contract or off-premises contract within the meaning of the Consumer Contracts Regulations 2013.

7.1. The Client may withdraw an offer to enter into the Agreement with AMR Studio at any time; and the Client may cancel the Agreement entered into with AMR Studio at any time within the period:

7.1.1. beginning when the Agreement was entered into; and

7.1.2. ending at the end of 14 days after the day on which the Agreement was entered into,

subject to Clause 1.7.4 the Client does not have to give any reason for the withdrawal or cancellation.

7.2. The Client agrees that AMR Studio may begin the provision of the Services before the expiry of the period referred to in Clause 1.7.1, and the Client acknowledges that, if AMR Studio does begin the provision of the Services before the end of that period, then:

7.2.1. if the Services are fully performed, the Client will lose the right to cancel referred to in Clause 1.7.1;

7.2.2. if the services are partially performed at the time of cancellation, the Client must pay to AMR Studio an amount proportional to the Services supplied or AMR Studio may deduct such amount from any refund due to the Client in accordance with this Clause 1.7.

7.3. In order to withdraw an offer to contract or cancel the Agreement on the basis described in this Clause 1.7, the Client must inform AMR Studio of the Client's decision to withdraw or cancel (as the case may be). The Client may inform AMR Studio by means of any clear statement setting out the decision. In the case of cancellation, the Client may inform AMR Studio using the cancellation form included at the bottom of the Letter. To meet the cancellation deadline, it is sufficient for the Client to send its communication concerning the exercise of the right to cancel before the cancellation period has expired.

7.4. If the Client withdraws an offer to contract, or cancels a contract, on the basis described in this Clause 1.7 the Client will receive a full refund of any amount the Client paid to AMR Studio in respect of the offer or contract, except as specified in this Clause 1.7.

7.5. AMR Studio will refund money using the same method used to make the payment, unless the Client has expressly agreed otherwise. In any case, the Client will not incur any fees as a result of the refund.

7.6. AMR Studio will process the refund due to the Client as a result of a cancellation without undue delay and, in any case, within the period of 14 days after the day on which AMR Studio is informed of the cancellation.

2. GENERAL

Mutual obligations

- 2.1. The Client and AMR Studio shall work together in a spirit of mutual trust and co-operation.

CDM Regulations

- 2.2. The Client and AMR Studio shall comply with their respective obligations (as may be applicable in regard to the Project) under the CDM Regulations.

Photographs and information about the Project

- 2.3. AMR Studio shall have the right to take and publish photographs of the Project at any stage (including after completion) and the Client shall give reasonable access to the Project for this purpose. Unless necessary for the performance of the Services, before publication of any other information about the Project AMR Studio shall obtain the consent of the Client (not to be unreasonably withheld or delayed).

3. DESIGNER OBLIGATIONS

- 3.1. AMR Studio shall exercise reasonable skill, care and diligence in accordance with the normal standards of AMR Studio's profession including in regard to:
- 3.1.1. performing the Services and discharging all obligations under the Agreement;
- 3.1.2. keeping the Client informed of progress and of issues that may materially affect any timetable for or the cost or finished quality of the Project;
- 3.1.3. co-operating with others engaged in relation to the Project; and
- 3.1.4. not making material alterations to designs previously approved by the Client without the Client's prior consent, such consent not to be unreasonably withheld or delayed.
- 3.2. AMR Studio shall comply with the Client's instructions, subject to AMR Studio's right of reasonable objection.

Limitation of warranty

- 3.3. AMR Studio is not liable for and does not warrant:
- 3.3.1. that the Project or the Services will be completed in accordance with any timetable or budget;
- 3.3.2. the performance, work or products of other persons engaged in connection with the Project, except in connection with those others (if any) in regard to which AMR Studio is acting as a principal;
- 3.3.3. the solvency or competence of any other person engaged in connection with the Project;
- 3.3.4. that approvals, permissions, consents, etc. from third parties will be granted; or
- 3.3.5. the accuracy of any survey made by AMR Studio.

4. CLIENT OBLIGATIONS

- 4.1. The Client shall provide accurate and reliable information relating to the Project which is necessary for the performance of the Services free of charge and in good time, and AMR Studio shall be entitled to rely upon such information.
- 4.2. The Client shall be responsible for (including for all costs and expenses) any applications required in relation to the Project from any third party including for consents under planning legislation, regulations or other statutory requirements.
- 4.3. The Client shall:
- 4.3.1. give decisions and approvals as necessary for the proper and timely performance of the Services; and
- 4.3.2. advise AMR Studio of the relative priorities in regard to any requirements or brief, or any Project budget or timetable.

- 4.4. In respect of any work or services in connection with the Project performed by any persons other than AMR Studio (e.g. other consultants, contractors), the Client shall hold such persons and not AMR Studio responsible for the competence and performance of their work and services including the management and operational methods used in connection with the carrying out and completion of work and services undertaken by such persons and for compliance with health and safety requirements.

5. ASSIGNMENT AND SUB-CONTRACTING

The Client shall not assign the benefit of the Agreement without the consent in writing of AMR Studio. AMR Studio may assign or sub-contract the whole or any part of its obligations under the Agreement without the prior written consent of the Client.

6. FEES AND PAYMENT

- 6.1. Fees and other payments for Services shall be calculated, charged and paid in accordance with the Letter. VAT shall be payable on all sums due to AMR Studio at the applicable rate.

Fee adjustment

- 6.2. AMR Studio shall be entitled to reasonable additional payment calculated on a time-charge basis (unless another basis for payment is agreed or where applicable in the form of compensation for any loss and/or expense incurred by AMR Studio) if:
- 6.2.1. material changes are made to the previously agreed Client's requirements, brief, budget, designs and/or timetable for the Project; and/or
- 6.2.2. the Services are reduced, varied or added to, including where for any reason only part of the previously agreed Services are instructed to be provided; and/or
- 6.2.3. where for reasons beyond AMR Studio's reasonable control AMR Studio is caused to incur loss and/or expense for which AMR Studio would not otherwise be fully remunerated.
- 6.3. Matters in relation to which AMR Studio shall be entitled to payment in accordance with Condition 6.2 include, but are not limited to, where:
- 6.3.1. AMR Studio is required to vary any item of design work commenced or completed pursuant to the Agreement or to provide a new design after the Client has already authorised AMR Studio to develop an approved design;
- 6.3.2. performance of the Services is delayed, disrupted or prolonged for matters outside AMR Studio's reasonable control;
- 6.3.3. the cost of any work, installation or equipment in respect of which AMR Studio performs Services is omitted from, or not included in, the Project Cost; or
- 6.3.4. AMR Studio performs Services in connection with any work, installation or equipment which are then not executed under the direction of, or by, AMR Studio.

Expenses and disbursements

- 6.4. Unless otherwise referred to in the Letter, the Client shall reimburse AMR Studio for reasonably incurred expenses and disbursements at cost plus any handling charge incurred by AMR Studio.

Payment

- 6.5. AMR Studio shall issue payment invoices at the intervals referred to in the Letter or, if not provided for, at intervals of not less than 1 month starting from the date of commencement of the Services.
- 6.6. The due date for payment of an invoice shall be the date of each invoice.

- 6.7. Each invoice shall state the sum that AMR Studio considers to be due as of the due date identified in the invoice and the basis on which that sum is calculated.
- 6.8. Within 5 days of each due date, the Client shall issue a notice stating the sum that the Client considers to be, or to have been, due at the due date and the basis on which that sum has been calculated (the 'notified sum'). If the Client does not issue such a notice within 5 days of a due date, then the sum of Capital A's invoice shall be the notified sum for that due date.
- 6.9. The Client shall pay the notified sum within 14 days of the due date of an invoice (the 'final date for payment') unless the Client issues a notice under Condition 6.10. The Client shall not in any event delay payment of any undisputed part of the notified sum.
- 6.10. If the Client intends to pay less than the notified sum, the Client shall give a written notice to AMR Studio not later than 5 days before the final date for payment, specifying the amount that the Client considers to be due on the date the notice is served, the basis on which that sum is calculated and, if any sum is intended to be withheld, the ground for doing so or, if there is more than one ground, each ground and the amount attributable to it.

Set-off

- 6.11. The Client shall not withhold any amount due to AMR Studio under the Agreement unless the amount has been agreed with AMR Studio or has been decided by any tribunal to which the matter is referred as not being due to AMR Studio. All rights of set-off at common law or in equity which the Client would otherwise be entitled to exercise are expressly excluded.

Late payment

- 6.12. In the event that any amount under the Agreement is not paid when properly due, the payee shall be entitled to simple interest on such amount from the date it became overdue until the date that payment is received at the daily rate equivalent to 5% per annum above the dealing rate of the Bank of England current at the date that payment becomes overdue, together with such costs reasonably incurred and duly mitigated by the payee (including costs of time spent by principals, employees and advisors) in obtaining payment of that sum under the Agreement.

7. INTELLECTUAL PROPERTY AND USE OF INFORMATION

- 7.1. AMR Studio shall own all intellectual property rights in relation to the Services, including copyright in the drawings, documents, bespoke software and all other work produced by, or on behalf of, AMR Studio in the performance of the Services ('the Material'). AMR Studio asserts AMR Studio's moral rights and all other rights to be identified as the author of the Material.
- 7.2. The Client shall have a licence to copy and use and allow others providing services to the Project to copy and use the Material for purposes related to the Project.
- 7.3. Purposes related to the Project shall include the operation, maintenance, repair, reinstatement, alteration, extending, promotion, leasing and/or sale of the Project but shall exclude the reproduction of all or part of AMR Studio's design for any part of any extension of the Project and/or for any other project unless a licence fee to reproduce all or part of the design is agreed.
- 7.4. AMR Studio shall not be liable if the Material is modified other than by or with the consent of AMR Studio or used for any purpose other than the purposes for which it was prepared.
- 7.5. If at any time the Client is in default of payment of any fees or other amounts properly due under the Agreement, AMR Studio may suspend further use of the licence in Condition 7.2 on giving 7 days' notice to the Client of the intention of doing so. Use of the licence may be resumed on receipt of such outstanding amounts.

8. LIABILITIES

Time limit for action or proceedings

- 8.1. No action or proceedings arising out of, or in connection with, the Agreement, whether in contract, tort, statutory duty or otherwise, shall be commenced after the period specified in the Letter or such earlier date as prescribed by law.

Limit of liability

- 8.2. In any action or proceedings:
- 8.2.1. no agent or employee of AMR Studio, including any officer or director of AMR Studio shall be personally liable to the Client for any negligence, default or any other liability whatsoever arising from performance of the Services;
- 8.2.2. nothing in the Agreement shall limit or exclude AMR Studio's liability for:
- 8.2.2.1. death or personal injury caused by the negligence of AMR Studio's employees, agents or subcontractors;
- 8.2.2.2. fraud or fraudulent misrepresentation;
- 8.2.2.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 8.2.2.4. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 8.2.2.5. defective products under the Consumer Protection Act 1987
- subject to which AMR Studio shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss, arising under or in connection with the Agreement.
- 8.2.3. AMR Studio's total liability to the Client in respect of all losses (except those specified in Conditions 8.2.2.1-8.2.2.5) arising under, or in connection with, the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the lesser of: (a) the limit of liability specified in the Letter; or (b) the amount of professional indemnity insurance that AMR Studio is required to maintain in accordance with Condition 9.

Net contribution

- 8.3. Without prejudice to the provisions of Condition 8.2, the liability of AMR Studio shall not exceed such sum as it is just and equitable for AMR Studio to pay having regard to the extent of AMR Studio's responsibility for the loss and/or damage in question and on the assumptions that:
- 8.3.1. all other consultants, contractors and suppliers providing work or services or supplies for the Project have provided to the Client contractual undertakings on terms no less onerous than those of AMR Studio under the Agreement;
- 8.3.2. there are no exclusions or limitations of liability, joint insurance or co-insurance provisions between the Client and any other person referred to in this Condition 8.3; and
- 8.3.3. all the persons referred to in this Condition 8.3 have paid to the Client such sums as it would be just and equitable for them to pay having regard to the extent of the responsibility for that loss and/or damage.

Force majeure

- 8.4. If either party to the Agreement ('the affected party') is prevented, hindered or delayed in, or from, performing any of its obligations under the Agreement by an event of force majeure, it shall not be in breach of the Agreement or otherwise liable for any such failure or delay in the performance of such obligations and the time for performance shall be extended accordingly. The affected party shall use all reasonable endeavours to mitigate the effect of the force majeure event on the performance of its obligations. If the event prevails for a continuous period of two months, then either party may terminate the agreement upon giving 7 days written notice to the other and on expiry of that notice period the Agreement will terminate. Such termination

shall be without prejudice to the rights of the parties in respect of any breach of the Agreement.

access to the Site/Premises to collect all equipment and items belonging to AMR Studio.

9. INSURANCE

- 9.1. AMR Studio shall obtain professional indemnity insurance in respect of the Services for not less than the amount stated in the Letter.
- 9.2. AMR Studio shall maintain such insurance until the expiry of the period stated in the Letter provided such insurance remains available to AMR Studio on commercially reasonable rates and terms, failing which AMR Studio will inform the Client in order that the parties can discuss the best means of protecting their respective positions in the absence of such insurance.
- 9.3. Unless otherwise expressly agreed, AMR Studio shall be entitled to proceed on the basis that the Client has taken out and will maintain insurance in the joint names of AMR Studio and the Client covering the carrying out of the Project including any Building Works and covering the risk of any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to, or death of, any person, or loss or damage to the Project or any property or the existing structure or contents of the Site/Premises.
- 9.4. AMR Studio and the Client, as the case may be, shall produce on the request of the other evidence that the insurance required under the Agreement is in place and is being maintained.

Rights of third parties

- 9.5. The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

10. SUSPENSION AND TERMINATION

Suspension

- 10.1. AMR Studio may suspend performance of any or all of the Services and/or other obligations under the Agreement on giving not less than 7 days' notice in writing to the Client of the intention to do so and stating the reasons for the suspension, which may include (but are not limited to) where the Client has failed to make payment due under the Agreement.
- 10.2. If the reason for a notice of suspension under clause 10.1 arises from a default:
- 10.2.1. which is remedied by the defaulting party, AMR Studio shall resume performance of the suspended Services within a reasonable period; or
- 10.2.2. which is not remedied by the defaulting party, the other party shall have the right to treat the performance of the suspended Services as terminated on giving reasonable written notice to the defaulting party.

Termination

- 10.3. AMR Studio may, by giving reasonable notice to the Client terminate performance of any or all of the Services and/or other obligations under the Agreement stating the reasons for doing so and the Services and obligations affected.
- 10.4. Performance of any or all of the Services and/or other obligations may be terminated immediately by notice from either party if:
- 10.4.1. the other party enters a form of bankruptcy or is subject to a receiving or administration order, goes into liquidation, becomes insolvent and/or makes any arrangement with one or more creditors; or
- 10.4.2. the other party fails to act to remedy a material or persistent breach of the Agreement of which it is notified within 14 days of receipt of a notice setting out details of the breach.
- 10.5. If all of the Services and/or other obligations under the Agreement are terminated, the Client shall allow AMR Studio

Payment on suspension or determination

- 10.6. If, in accordance with Condition 10, AMR Studio or the Client suspends performance of any or all of the Services or terminates performance of the Services and/or other obligations AMR Studio shall be entitled to:
- 10.6.1. payment of any part of AMR Studio's fee for the Project and other amounts properly due to AMR Studio on the expiry date of the notice; and
- 10.6.2. reimbursement of any reasonable loss and/or expense reasonably incurred by AMR Studio by reason of the suspension or the termination, save where the suspension or termination has arisen as a result of the Client having properly given notice of suspension or termination by reason of the material or persistent breach of the Agreement by AMR Studio.

11. DISPUTE RESOLUTION

- 11.1. The Client and AMR Studio may attempt to settle any dispute or difference arising under the Agreement by negotiation or mediation or either party may refer the matter to adjudication or legal proceedings.

Adjudication

- 11.2. Where a dispute or difference is to be referred to adjudication, referral of the dispute or difference shall be made within 7 days of the issue by either party of a notice of the intention to refer a dispute or difference to adjudication. The parties may agree who shall act as adjudicator, or the adjudicator shall be the person nominated at the request of either party by the nominator specified in the Letter. The adjudication procedure shall be in accordance with the provisions set out in Part 1 of the Scheme for Construction Contracts (England and Wales) Regulations (as amended and as in force at the date of the referral) which shall take effect as if incorporated into this Condition.

12. FF&E

- 12.1. Where AMR Studio is acting as the Client's agent in regard to the advice on and/or supply, procurement, delivery and/or installation of FF&E AMR Studio shall apply the standard of care provided for in Condition 3.1 in regard to advising upon and acting as the Client's agent in regard to Client FF&E, including in regard to (as appropriate) the supply, procurement, delivery and/or installation of the Client FF&E.
- 12.2. Other than as provided for in clause 12.1 above, AMR Studio shall have no liability in respect of the Client FF&E and any related Services, including (but not limited to) as to whether the Client FF&E (a) conforms with its description or specification; (b) is free from material defects in design, material and workmanship; (c) is of a satisfactory quality (within the meaning of the Sale of Goods Act 1979); and/or (d) is fit for any purpose held out by the Client FF&E supplier.
- 12.3. Unless otherwise expressly agreed, AMR Studio shall have no liability to any third party in regard to the making of any payments to the third party in regard to Client FF&E. This includes not being liable to make payment to suppliers, installers or other parties of Client FF&E.
- 12.4. The Client agrees to indemnify and keep indemnified AMR Studio from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by AMR Studio and/or arising from failure of the Client to discharge any liabilities of the Client under an agreement with a supplier, deliverer, installer or other third party in connection with Client FF&E on any grounds.
- 12.5. Where AMR Studio is acting as principal in regard to the supply, procurement, delivery and/or installation of FF&E (Designer FF&E), the following shall apply:
- 12.5.1. Estimates – AMR Studio shall prepare an estimate for Designer FF&E and submit it to the Client for approval. The estimate shall

- be valid for 30 days from the date of the estimate and shall be subject to the terms of the Agreement and any additional terms and conditions contained in or referred to in the estimate itself.
- 12.5.2. Effect of estimate – Such an estimate will not be an offer capable of acceptance so as to bind AMR Studio. The estimate will only become binding on the parties once the Client has stated that it is accepting the estimate and AMR Studio has then issued its confirmation of the Client's acceptance. AMR Studio reserves the right to withdraw or revise an estimate prior to AMR Studio's confirmation of the Client's acceptance.
- 12.5.3. Price – The sum payable for Designer FF&E Services shall be the amount stated in the estimate or as otherwise agreed in writing between the parties. If prior to completion of the supply of Designer FF&E and related Services AMR Studio's costs of undertaking the relevant supply or Services increases due to any reason outside AMR Studio's control, including (but not limited to) increases in the costs of materials, labour, transport or currency fluctuations, AMR Studio shall be entitled to a reasonable adjustment in the price payable by the Client for Designer FF&E.
- 12.6. Quality and defects - AMR Studio FF&E shall be of a satisfactory quality and reasonably fit for any purpose made known to AMR Studio and shall be delivered in good order. This warranty does not apply in regard to defects or other problems in regard to Designer FF&E arising from; (a) fair wear and tear; (b) wilful damage, abnormal storage or working conditions, accident, negligence by the Client or by any third party; (c) failure to operate or use AMR Studio FF&E in accordance with any instructions; (d) any alteration or repair by the Client or by a third party; and (e) any drawing, design or specification provided by the Client.
- 12.6.1. Bespoke items – Where Designer FF&E is bespoke or made to the Client's order AMR Studio will be entitled to rely upon the Client's requirements as communicated to AMR Studio. AMR Studio will not be obliged to accept the return of such bespoke Designer FF&E where the Client's requirements are incorrect, whether in regard to measurements or otherwise.
- 12.6.2. Natural products – AMR Studio shall use reasonable endeavours to match natural products such as wood, stone, glass, metal and leather to samples provided to the Client but shall not be responsible for variations in Designer FF&E which occur due to intrinsic properties, nature and working methods applicable to natural products.
- 12.6.3. FF&E approval items – Where AMR Studio provides items of Designer FF&E to the Client for the Client to approve then all risks in those items shall pass to the Client upon delivery to the Site/Premises and the Client should ensure that the items are carefully stored and are not otherwise put at risk of damage. The Client shall indemnify AMR Studio in regard to any damage, loss or injury to the items and shall, at the Client's cost, make suitable arrangements for the return of such items to AMR Studio upon request or as otherwise agreed.
- 12.6.4. Installation – Where AMR Studio is responsible for the installation of Designer FF&E (as opposed to where installation is undertaken by others engaged by the Client), then any such installation shall be carried out in a workmanlike manner using skilled tradesmen appropriate to each task.
- 12.6.5. Title and risk – Risk in Designer FF&E shall pass to the Client upon delivery. Title to Designer FF&E shall not pass to the Client until AMR Studio receives payment in full for AMR Studio FF&E until such time the Client shall (a) store AMR Studio FF&E separately and so that it remains readily identifiable as AMR Studio's property; and (b) maintain AMR Studio FF&E in satisfactory condition. If before title passes the Client is in default of its obligations under the Agreement then without limiting any other right or remedy AMR Studio may require the Client to deliver up all Designer FF&E and if the Client fails to do so promptly, enter any premises of the Client or of any third party in order to recover AMR Studio FF&E.
- 12.6.6. Time of delivery – Any time or date for delivery of goods in the estimate shall be approximate only. AMR Studio shall not be liable in any manner for failure to deliver within the time stated,
- nor in such circumstance shall the Client be entitled to cancel or terminate any order or contract.
- 12.6.7. Access – The Client shall provide access for delivery of AMR Studio FF&E at all reasonable times. If AMR Studio is unable to deliver any Designer FF&E or obtain access to effect delivery AMR Studio shall be entitled to suspend or cancel the contract under which AMR Studio FF&E is to be supplied or that part of such contract which relates to the sale of such Designer FF&E.
- 12.7. Where the Client enters into the Agreement as a consumer, the Client's legal rights in relation to Designer FF&E are not affected, but otherwise all other warranties are excluded.
- 12.8. Where the Client enters into the Agreement other than as a consumer, the warranties in this Agreement including in condition 12.6 above shall be subject to the following: (a) the Client may reject any Designer FF&E that does not comply with the warranties in this Agreement provided that notice of rejection is given to AMR Studio: (i) in the case of a defect that is apparent on normal visual inspection, within five days of delivery; (ii) in the case of a latent defect, within a reasonable time of the latent defect having become apparent; and (iii) none of the events listed in (a) to (e) of paragraph 10 apply; (b) If the Client fails to give notice of rejection in accordance with clause 12.8 (a) AMR Studio FF&E shall be deemed to have been accepted. (c) AMR Studio shall not be liable for failure to comply with the warranty set out in condition 12.6 where: (i) the Client makes any further use of the relevant Designer FF&E after giving notice in accordance with condition 12.8 (a); (ii) the defect arises because the Client failed to follow instructions as to the storage, commissioning, installation, use and maintenance of Designer FF&E or (if there are none) good practice regarding the same.; (iii) the defect arises as a result of AMR Studio following any drawing, design or specification supplied by the Client; (iv) the Client alters or repairs Designer FF&E without the written consent of AMR Studio; and/or (v) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
- 12.9. If the Client rejects Designer FF&E under clause 12.8 then the Client shall be entitled to (i) require AMR Studio to repair or replace the rejected Designer FF&E; or (ii) require AMR Studio to repay the price of the rejected Designer FF&E.
- 12.10. Once AMR Studio has complied with the Client's request under clause 12.9 it shall have no further liability to the Client in respect of the rejected Designer FF&E
- 13. Building Works**
- 13.1.1. Where AMR Studio is to act as main contractor in regard Building Works, then the following shall apply.
- 13.2. AMR Studio shall prepare a priced specification/schedule of Building Works including any VAT, together with a programme for executing the Building Works and submit that to the Client. The tender shall be open for acceptance for a period of 30 days from the date of issue and shall be based on the terms and conditions of the Agreement subject to the terms of the tender.
- 13.3. Effect of tender – Such a tender will not be an offer. The Client and AMR Studio shall be legally bound only once the Client has accepted the tender in writing and AMR Studio has then issued a confirmation of the Client's acceptance. The terms that shall apply in regard to the Building Works shall be as set out in AMR Studio tender subject to AMR Studio's confirmation of the Client's acceptance. When the parties are legally bound by the tender, acceptance and confirmation shall be appended to the Agreement together with any relevant drawings and specifications.
- 13.4. Accounts and payment – The sum payable to AMR Studio for execution of the Building Works shall be the amount stated in the tender or any agreed variation to it, which sum shall include AMR Studio's fees and expenses. AMR Studio shall submit an account or accounts for payment in accordance with the terms and conditions of the Agreement relating to payments.
- 13.5. Carrying out Building Works – AMR Studio shall with due diligence and in a good and workmanlike manner execute or

procure the execution and completion of the Building Works using skilled tradesmen appropriate to each task in accordance with the drawings and specifications and by the completion date identified in the tender or any other date agreed in writing to the parties.

- 13.6. Client instructions – The Client shall issue any information and instructions necessary for the proper carrying out of the Building Works.
- 13.7. The Client may require a variation to the Building Works subject to AMR Studio's right of reasonable objection
- 13.8. Possession of the Site/Premises – The Client shall allow Capital A: (a) to take possession of those parts of the Site/Premises where the Building Works are being carried out; (b) reasonable space to store materials and tools as necessary; (c) use of toilet and washing facilities, heating, water and electricity; and (d) to carry out work from Monday to Friday inclusive between 08.00 and 18.00 hours.
- 13.9. Condition of Site/Premises – AMR Studio shall leave the Site/ Premises in a clean and tidy condition and clear away rubbish arising from the works at the end of each day.
- 13.10. Security – AMR Studio shall be responsible for the reasonable security of the Site/Premises if the Client is absent at any time during the course of the Building Works.
- 13.11. Danger – AMR Studio shall warn the Client of any dangers arising from the Building Works.
- 13.12. The Client shall not allow other people, particularly children, to be exposed to any dangers from the Building Works.
- 13.13. Progress – AMR Studio shall: (a) notify the Client on becoming aware of any changes or potential changes to the progress or cost of the Building Works; and (b) not be responsible in respect of any defects in or delays to the completion of the Building Works caused by persons other than AMR Studio's employees, sub-contractors or suppliers; but (c) be entitled to a reasonable extension of time and to payment for any increased costs incurred.
- 13.14. Statutory Obligations – AMR Studio shall comply with, give all notices and pay charges required by any statutory provision applicable to the Building Works.
- 13.15. Liability – After completion of the Building Works AMR Studio shall remain responsible for the liability period stated in the Agreement for any faults, excluding fair wear and tear, in the execution of or the goods and materials used in the Building Works.
- 13.16. Insurance – AMR Studio shall agree with the Client who shall insure in the joint names of the Client and AMR Studio the risks of loss or damage to the existing structures, to any contents and to the Building Works and all unfixed materials by fire, explosion, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped from them, riot and civil commotion.
- 13.17. AMR Studio shall maintain public liability insurance for death or injury to people or damage to property other than the Building Works.
- 13.18. On the request of one party, the other shall produce such evidence as may be reasonably required that the actions under the above insurance provisions have been carried out.