



Standard Terms and Conditions

1. Interpretation and definitions

1.1 When using the services and/or purchasing content from Dowling Jones Design you agree to be bound by the following terms and conditions, whether instructing us by telephone, email, letter, online or in a face to face meeting.

1.2 In these conditions (“these Conditions”) unless the context requires otherwise: ‘Dowling Jones Design’: GPR Creative Ltd, a company registered in England (company number 07704236) whose registered office is at 21c Heathmans Road, Fulham, London, SW6 4TJ;

‘the Client’: the person, firm or company accepting a quotation/estimate from Dowling Jones Design for the sale/supply of Content or whose order for Content is accepted by Dowling Jones Design;

‘Content’: the products and services which Dowling Jones Design, whether acting directly or through its subcontractors, is to supply in accordance with these Conditions and which are specified in any Instructions, including but not limited to floor plans, lease plans, brochures, photography, CGIs and Energy Performance Certificates (EPCs);

‘Instructions’: an order for the supply of Content placed by the Client which is accepted by Dowling Jones Design and includes an order completed in person, via telephone, email, letter or online;

‘Contract’: the Instructions and these Conditions taken together.

2. Supply of services

2.1 Dowling Jones Design shall supply and the Client shall purchase the Content in accordance with the Instructions, subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions. In the event of inconsistency between these Conditions and any special conditions contained in the Instructions, such special conditions shall prevail. No conduct by Dowling Jones Design shall constitute acceptance of any terms put forward by the Client.

2.2 No instructions submitted by the Client shall be deemed to have been accepted by Dowling Jones Design unless and until it has been expressly confirmed by email to the Client specifically indicating acceptance (as opposed to receipt) of the Client’s instructions. On this date the Contract shall come into existence. Cancellations of instructions shall be dealt with in accordance with clause 4.5 below.

2.3 All requests for amendments or changes to a floor plan or any other content must be communicated in writing to and carried out by Dowling Jones Design and not by any third party. Dowling Jones Design does not accept any responsibility or liability where amendments or changes to floor plans or EPCs are made by a third party. Floor plans, photographs, brochures, EPCs and any other service Dowling Jones Design provide shall not be sold or transferred to any third party without prior written permission from Dowling Jones Design.

2.4 Dowling Jones Design warrants to the Client that;

(a) the Content will, at the time of delivery to the Client, correspond with the Instructions and be of satisfactory quality;

(b) it shall provide the Content using all reasonable care and skill and as far as reasonably practicable, in accordance with the Instructions; provided that, in respect of all Content Dowling Jones Design shall not be liable to the Client for any loss, damage, costs, expenses or other claims for compensation arising out of or in connection with any breach by the Client of its obligations under the Contract.

2.5 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

2.6 All copyright, trademarks, design rights and other intellectual property rights of any kind whatsoever whether registered or capable of registration or not in any part of the world and the right to apply for any of the foregoing rights subsisting in relation to or created or developed by Dowling Jones Design or its subcontractors in the course of creating and providing the Content shall remain (as between Dowling Jones Design and the Client) the absolute property of Dowling Jones Design or its subcontractors and no rights in such property are granted to the Client save for a non-exclusive licence for the client to use the Content for the purposes contemplated by the Contract.

2.7 Dowling Jones Design is only responsible for Energy Efficiency recommendations contained within the EPC report and accepts no responsibility or liability for any other Energy Efficiency recommendations discussed between the Client and Energy Assessor.

2.8 Dowling Jones Design will supply high resolution photographs and floor plans within 24 hours of the appointment. Copies of all photographs are available up to 28 days after the appointment date, after this time whilst Dowling Jones Design will make every effort to archive all documents, they cannot guarantee that images supplied after this time will still be available. A £5 fee will be charged if the documents are requested after 28 days.

2.9 You, the client are responsible for providing access to the property at the time/date agreed; please ensure the properties is in a suitable and presentable condition. If window shutters and garden doors etc. are locked keys should be left in an available location at the property and the photographer should be notified of their location prior to our visit. If we are unable to find keys and as a result a second visit to the property is required this will be chargeable to you, the client.

Whilst we will spend some time staging photographs to help show a property to its best we are unable to move heavy or fragile items for health and safety purposes. If you are requiring such items to be removed, please make prior arrangements before our visit. The photographer therefore shall not be held responsible if the photographs taken are considered unsuitable due to the condition of a property at the time of the visit. In a worst case scenario when a photographer is unable to access a property or a property is deemed unsuitable for photographs ,the exterior images will be supplied and will be chargeable at a standard 'photos only' rate .

2.10 If the situation arises where another agent contacts your company and requests the floor plan or images of a property that Dowling Jones Design has prepared, it is best to send them our contact details so we can provide such collateral and bill them accordingly. The most suitable way to get in touch is via the studio@dowlingjones.com address or on 020 7610 9933. In the case of another agent being instructed and contacting Dowling Jones Design directly, we would always encourage that a new visit is carried out, on the occasion

that this is not possible we usually offer the alternative angles/ contact sheet to choose from and bill them accordingly. For the avoidance of doubt, the copyright of all material produced by Dowling Jones Design remains the copyright of Dowling Jones Design.

3. Client's obligations

3.1 All floor plans are drawn in accordance with the RICS guidelines (where stated on the specific floor plan) but it is the Client's responsibility to confirm that the plan is a reasonably accurate representation of the property and Dowling Jones Design shall not be responsible in the event that floor plans are not a reasonable representation of the property. Unless otherwise agreed in writing, all floor plans are intended to be used for marketing and layout purposes only and should not be used for valuations or structural alterations. Lease plans and architectural plans are intended for the use they were commissioned for.

3.2 It is the Client's responsibility to inform Dowling Jones Design, at the time the Client places the order, of the size and scope of the survey which is the subject of the order and to specify any outbuildings and other structures that are to be included. When placing an order if you require certain rooms to be photographed or specific angles these should be requested. When no direct instructions for photographs are given by the client it will be left to the photographer's discretion. If as a result a second visit is required due to a specific photograph of a room or angle not being supplied it will be chargeable to you the client.

3.3 When re-ordering copy plans from the Dowling Jones Design archive it is the Client's responsibility to confirm that the floor plan remains accurate and, if it does not remain accurate, to inform Dowling Jones Design of any alterations to the property.

3.4 Where floor plans are produced from Client sketches (Redraw) or re-drawn from other representations of the property, Dowling Jones Design accepts no responsibility or liability for the accuracy of the floor plans or any areas calculated from them.

3.5 Dowling Jones Design (and its subcontractors) will use reasonable skill and care in shooting, taking, editing and providing photographs in accordance with the Client's instructions. Notwithstanding this, it remains the Client's responsibility to ensure that any photographs supplied by Dowling Jones Design meet the Client's requirements.

3.6 Dowling Jones Design (and its subcontractors) will use reasonable skill and care in producing brochures to the Client's instructions. In approving, by email, a proof in PDF (or other electronic format) the Client takes full responsibility for the content of the brochure and will be deemed by Dowling Jones Design to have checked and be satisfied with all aspects of the brochure including but not limited to the text, photographs, floor plans (including compass points), layout, logos and corporate colours.

3.7 In respect of all Content provided by Dowling Jones Design it is the Client's responsibility to obtain, in advance of publication, any necessary clearances in respect of models, third party copyright works, trademarks, designs or other intellectual property except where such clearances have already been obtained by Dowling Jones Designs' subcontractor. The Client agrees to indemnify Dowling Jones Design against any damages, losses, costs, claims or expenses incurred by Dowling Jones Design as a result of any failure by the Client to obtain such clearances.

3.8 Where the Client supplies Dowling Jones Design with an extract from an Ordnance Survey Map or similar for use in Content, it is the Client's responsibility to ensure it has obtained the appropriate License.

3.9 The Client shall be responsible for providing access to the property at the time agreed in the Instructions and for ensuring that the property is both easily accessible and, in the case of photographs in a suitably presentable condition. Dowling Jones Design shall not be held responsible if the photographs taken are not considered suitable due to the condition of the property or the weather at the time the photographs were taken.

3.10 The Client warrants that it has all necessary authorities and permissions to commission any services Dowling Jones Design supplies in relation to the property in question including allowing representatives of Dowling Jones Design access to the property. The Client agrees to indemnify Dowling Jones Design against all expenses, damages, claims and legal costs where such clearances have not been obtained.

3.11 The Client shall not be entitled to assign or sub-contract or otherwise dispose of any of its rights or obligations under the Contract without the prior written consent of Dowling Jones Design. In particular, the Client shall not be entitled to transfer or assign any Content to a third party, including to other property agents, without the prior written consent of Dowling Jones Design.

4. Charges and payment

4.1 The prices for the Content shall be the prices stated in Dowling Jones Designs' price list as supplied to the individual Client or as agreed in writing at the time when the Contract is made and are exclusive of VAT. Dowling Jones Design reserves the right to vary its prices from time to time without notice.

4.2 Unless otherwise agreed in writing Dowling Jones Design shall be entitled to invoice the Client by email or post for the price of the Content on submission to the Client of the final job listed in the Instructions. The Client shall pay Dowling Jones Design the price of the Content within 30 days of the date of the invoice. All invoices shall include VAT where applicable.

4.3 If the Client fails to make payment of Dowling Jones Designs' invoice on the due date then, without prejudice to any other right or remedy available to Dowling Jones Design, Dowling Jones Design shall be entitled to:

(a) terminate the Contract or suspend any further deliveries of Content to the Client; and/or
(b) charge the Client interest at base rate plus 8%, on the amount unpaid from the due date until the date of actual payment, together with the costs of recovering such unpaid amounts through legal action.

4.4 Where necessary, three simple post proof amendments will be made to the draft floor plan, photo, brochure or CGI free of charge. Dowling Jones Design reserves the right to charge the Client for any further amendments. Where the Client supplies photographs additional charges may be levied by Dowling Jones Design should the Client instruct Dowling Jones Design to carry out any digital re-touching.

4.5 It is Dowling Jones Designs' policy to accept cancellations up to 5.00pm on the working day before an appointment without charge unless otherwise stated. Where cancellations are received after 5.00pm on the working day before an appointment Dowling Jones Design shall be entitled to charge the Client a late cancellation charge. In the event that Instructions are cancelled after the Contract has been made and after an appointment and/or further work has been carried out by Dowling Jones Design but prior to delivery of

the Content the Client will be responsible for all costs and expenses incurred by Dowling Jones Design up to the point of cancellation which could be the full contract price.

5. Limitation of Liability: the Client's attention is particularly drawn to this clause

5.1 Nothing in these Conditions shall limit or exclude Dowling Jones Design liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) 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).

5.2 For other situations outside clause 5.1

- (a) Dowling Jones Design shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any unforeseeable loss arising under or in connection with the Contract; and
- (b) Dowling Jones Design total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed (i) any insurance policy which Dowling Jones Design has in place to cover the liability (for example: damage to the client or property) or (ii) the total price payable under the Contract.

5.3 This clause 5 shall survive termination of the Contract.

6. Force Majeure

6.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of Dowling Jones Design including but not limited to failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

6.2 Dowling Jones Design shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

7. General

7.1 The Contract constitutes the entire agreement and understanding between the parties with respect to its subject matter and the terms of the Contract shall supersede any previous agreements. Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy and waives all rights in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether a party to the Contract or not) other than as expressly set out in the Contract as a warranty or a representation.

7.2 Dowling Jones Design may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Client may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Dowling Jones Design.

7.3 When the Client enquires about Dowling Jones Designs' services and/or becomes a client of Dowling Jones Design the Client's name and contact details may be entered onto Dowling Jones Designs' database and client relationship management system. From time to time Dowling Jones Design and its IT and marketing consultants, may use this information for direct marketing purposes in connection with the business interests of Dowling Jones Design but the Client's information will never be transferred to other third parties unless prior permission has been obtained. The Client shall have the power to remove its details from the database and client relationship management system at any time by emailing studio@dowlingjones.com.

7.4 No variation to the Contract shall be effective unless made in writing and signed by or on behalf of the parties. Dowling Jones Design reserves the right to amend these terms and conditions from time to time and will post the current version on its file delivery system djdhive.

7.5 A person who is not a party to the Contract shall not have any rights to enforce its terms.

7.6 Dowling Jones Design shall not be liable to the Client or be deemed to be in breach of contract by reason of any delay in performing or any failure to perform any of Dowling Jones Designs' obligations under the Contract if the delay or failure was due to any circumstances beyond Dowling Jones Designs' reasonable control.

7.7 If any provision of the Contract is declared void or unenforceable by any court or is otherwise rendered so by any applicable law, such provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of the Contract not affected by such invalidity or unenforceability shall remain in full force and effect.

7.8 Any notice given under the Contract must be in writing and sent by pre-paid first class post to the parties' respective addresses and will be deemed effectively served on the second business day following the day of posting. Dowling Jones Designs' address for notices is 21c Heathmans Road, Fulham, London, SW6 4TJ.

7.9 The construction, validity and performance of the Contract shall be governed by the law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

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