
TERMS & CONDITIONS

1.

Designer (iDEA) shall provide the services specified in the agreement. Terms and Conditions shall be in accordance with the original or master agreement or fee proposal between Client and iDEA, or if such does not exist or is not applicable, these shall govern. Terms and Conditions shall apply to post delivery activities. Should anything arise that is not covered by the original or master agreement or fee proposal then applicable provisions of iDEA's standard Terms and Conditions (STC), current as of the date of this Agreement, shall govern. Copies of the document are available on iDEA's website and from iDEA on request. The provisions of the fee Proposal take precedence over the following terms and conditions. Where a portion of one document is amended by another of a later date, all unmodified portions shall remain in effect. The term 'iDEA' includes iDEA's officers, directors, shareholders employees and agents. This agreement shall not create a contractual relationship or duty to any third party.

2.

Client shall provide complete project information, which iDEA shall be entitled to rely upon. Client shall designate a representative authorised to act in its behalf to provide decisions, communicate with iDEA, and approve drawings, reports presentations and other documents and data. iDEA's services and Client's written decisions, approvals and authorisations shall be

provided promptly in order to meet mutually agreed Project schedules. Services on a phase shall commence only after Client's written approval of the previous phase and written authorisation to proceed. Out of sequence services, if requested shall be compensated as Additional Services.

3.

Drawings, specifications, all source codes and other documents and/or electronic data prepared by iDEA for this project (documents and/or Data) are instruments of services for use solely with respect to this project and shall remain iDEA's property. iDEA shall be deemed the author of them and shall retain all common law, statutory and other reserved rights, including any copyrights embodied therein. After completion or termination of iDEA's services and after all payments due to iDEA have been made, client may retain and use documents and/or data only for information and reference in connection with clients use and/or occupancy of the completed project. Documents and/or Data shall not be transferred to others or used by Client or others on other projects, or for completion of this project by others, except by agreement in writing and with appropriate compensation to iDEA. However, in the event of such use, the names and other identification of iDEA and its consultants shall be removed from them, and the client shall provide indemnification in accordance with the provisions of paragraph 6 below.

4. iDEA shall not have control over or change of, and shall not be responsible for, construction means, methods. Techniques, construction schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, inspection or installation, or for safety programs, in connection with the Work, or for acts, omissions, or failure to carry out the work in accordance with the contract documents by the contractor, subcontractors, or any other persons or entities or their agents or employees performing or supplying the work, and client shall indemnify iDEA in accordance with paragraph 6 below.

5. In the event of any dispute, controversy or claim arising out of this agreement or any alleged breach thereof (dispute) client and iDEA shall participate in a mediation conducted under the auspices of a recognised neutral third-party professional mediation service, in a good faith effort to negotiate a resolution of the dispute, prior to undertaking any legal action. The selection of the Mediation Service shall be acceptable to the parties. In any legal action following the unsuccessful mediation of a dispute, the prevailing party shall be entitled to reasonable legal fees.

6. Client agrees to indemnify, defend and hold iDEA and its consultants harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs and expenses, including, but not limited to, reasonable legal fees and all legal expenses

and fees incurred through appeal, and all interest thereon, accruing to or resulting from any and all persons, firms or any damages or losses to property or persons, including, but not limited to, injuries or death, or economic losses arising out of:

- A. The project or designer's performance or nonperformance of obligations under this Agreement, except to the extent that such damages or losses are found by a court or forum of competent jurisdiction to be caused designer's negligent errors or omissions: and/or
- B. (1) any unauthorised use, reuse, modification or copying of Designer's Documents and/or Data, and/or any use, copying or distribution of drawings, specifications or other documents provided to Designer by Client or its agents; (2) of Hazardous substance or Hazardous Substance Services; and/or (3) Latent conditions and/or (4) Construction work; (a) performed subsequent to iDEA'S services; (b) not constructed or installed in accordance with iDEA'S full construction documents, and/or (c) constructed or installed without iDEA's full contract administration services- except [applicable to B. (1), (2) and (3) above] where Designer is found to be solely liable as between the parties hereto as well as between any other persons, firms or other legal entities for such damages or losses by a court or forum of competent jurisdiction.

7. Client acknowledges that iDEA has no experience in and is not being retained for the purposes of investigating, detecting, abating, replacing, remediating or removing products, materials or processes containing asbestos, PCB or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants (hazardous substances or hazardous substance services). Accordingly, iDEA shall not provide such services. Client hereby agrees to bring no claim for negligence, breach of contract, indemnity or other cause of action against iDEA and/or its consultants if such a claim in any way arises out of hazardous substances or hazardous substances services. Client shall indemnify iDEA in accordance with the provisions of paragraph 6 above.

- 8.
- A. Fees to be compensated on an hourly basis shall be computed by multiplying the hours directly spent on the project by the hourly billing rates of iDEA's standard rate schedule, which rates are subject to adjustment from January 1st of each year and additional services requested after January 1st will reflect the adjusted rates, plus 1.1 times any consultants invoices.
 - B. Fees to be compensated on a lump sum or percentage basis shall be based upon iDEA's determination of the proportion of its services completed through the billing period.
 - C. The following reimbursable expenses incurred by iDEA in connection with the project are not included in the fee, unless specifically stated in the agreement:

authorised travel, accommodation and living expenses, reproduction and delivery of drawings and other documents; rendering, models and photography; other out of pocket expenses. Car mileage will be charged at the current mileage rate.

- D. If the scope of the project, iDEA's services, or Project time is increased, compensation shall be increased accordingly and supported by a Change Control Procedure document/s that will be agreed and signed by both iDEA and the client. If the scope of the project or iDEA's services is decreased, fees for the balance of iDEA's services not yet performed shall be adjusted accordingly.

- 9.
- Payment for fees and expenses, normally billed monthly, shall be due within 14 days from receipt of iDEA's invoice. Disputes or questions regarding an invoice shall be brought to iDEA's attention within 10 days following receipt of invoice, and shall not be cause for withholding payment for the undisputed portion of the invoice. A service charge of 1.5% per month in addition to reasonable collection expenses shall be added to balances unpaid 30 days after the invoice date. iDEA reserves the right to suspend or terminate its services, or withhold its Documents and/or Data without notice, if payment in full is not received within 60 days after the invoice date, and iDEA shall not be held liable for any claims or losses that may result there from.

10.

Either party may terminate this agreement upon not less than seven days written notice should the other party fail to substantially perform in accordance with this agreement. Client's failure to make any payments to iDEA in accordance with this Agreement may be considered substantial non-performance and cause for termination.

11.

Client hereby agrees that iDEA's total liability to client for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever arising out of or in any way related to the project or this agreement from any causes including, but not limited to, iDEA's and/or its consultants, negligence, errors, omissions and/or breach of contract shall not exceed the total compensation received by iDEA and/or its consultants under this agreement.

12.

Confidentiality. Neither the client or any of its employees and/or associates shall disclose, or permit to be disclosed, any secret, proprietary or other information relating to the business of iDEA, to any third party, which the client and/or employees and/or its associates acquires as a consequence of, or in the course of the contract. These requirements shall not be applicable to any information which is within the public domain. The requirement shall continue to apply indefinitely.

13.

iDEA takes every effort to ensure that information published in the public domain is accurate. However, iDEA cannot accept any liability for the accuracy or content of information published and those who rely on this information do so at their own risk.

14.

Force Majeure. iDEA shall not be liable in any way for failure or delay in performing any obligations under this contract if the failure or delay is due to causes outside the reasonable control of the party in default.

15.

This Agreement, which supersedes all prior negotiations, representations or agreements, either written or oral, maybe amended only by written instrument signed by both a Director of iDEA and Client.

16.

These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and any dispute arising out of this engagement or these terms shall be subject to the exclusive jurisdiction of the English Courts.