



1. Introduction

The following provisions comprise eb7's detailed terms and conditions of business (the '*Conditions*') and which shall be read as part of our contract with those parties (the 'Client(s)') to whom eb7 provides certain services (the '*Services*') as specified in the fee proposal.

eb7 fee proposal + Conditions = our Contract with the Client(s) for the Services

The Conditions together with any fee proposal and including any special terms (together, the '*Contract*') set out the terms on which eb7 shall provide the Services to Client(s). Unless the parties expressly agree otherwise the Conditions and or Contract shall additionally apply to any future instructions from the Client.

The Contract shall as applicable apply in respect of the Services provided by any or all of the eb7 companies:

- **EB7 Limited**, (company number 06434420), which provides services on daylight, sunlight, overshadowing, solar glare, light pollution and rights of light matters;
- **EB7 Party Wall Limited**, (company number 09526552), which provides services on party wall and building consultancy matters;
- **EB7 Sustainability Limited**, (company number 08135573), which provides services on sustainability and energy consultancy matters;
- **EB7 Immersive Ltd**, (company number 10343069), which provides services on visualisation, animation, photogrammetry, verified views, virtual reality and augmented reality; and
- **EB7 Seneca Ltd**, (company number 11059541), which provides services on building services including mechanical engineering, electrical engineering and plumbing.

each company with registered address at 4th Floor Holborn Tower, 137-144 High Holborn, London WC1V 6PL, United Kingdom.

Accordingly references to 'eb7' shall mean the applicable eb7 company or companies, as specified. In general terms the respective eb7 companies provide those services specified.

2. Our services

Applicable fee rates and payment terms are set out in the fee proposal. The fee proposal and the Conditions constitute the Contract with the Client. The Client's acceptance of the Services and or payment of our fees shall confirm acceptance of the Contract including the Conditions.

3. Scope of services

Our scope of services is as set out in the fee proposal.

The fees advised relate solely to services to be undertaken by eb7 as set out in the fee proposal. Our fees do not include any other services including by way of example any other specialist consultant / contractor or advisor. Any such other consultant appointment may be made directly with the Client and shall form no part of the Contract. Such other consultants may include, but will not be limited to, land surveyors, building surveyors, lawyers and legal counsel.

4. Fees

By instructing eb7 to undertake the Services, the Client agrees to and shall pay the given fees and any other charges as specified, on the payment terms specified.

Fees for each work item listed in the fee proposal will be invoiced upon completion of each of the listed deliverables. The agreed fees will be payable strictly within thirty (30) days from completion of the Services (including as may be delivered in parts).

All fees stated are exclusive of Value Added Tax (VAT) as applicable and reasonable disbursements.

General disbursements include out of pocket and administrative costs including, but not limited to, travel and subsistence, reprographic charges and binding, couriers and postage. These will be charged at a standard 2% of the net fee unless otherwise agreed.

Extraordinary disbursements include higher cost items including, but not limited to, historic aerial photography, photogrammetric 3d modelling, legal searches and registration fees etc. Such items will be agreed with the Client beforehand and charged as a further cost in addition to general disbursements.

Should payment be outstanding beyond thirty (30) days then a reasonable rate of interest may be charged thereon by eb7. Additionally, eb7 reserves the right to charge any additional costs incurred in recovering payment(s) including where the matter is referred to a third party.

5. Cancellation

The Contract may be terminated by either the Client or eb7 at any time by giving thirty (30) days' notice in writing. In case of cancellation charges will be made for work including the Services already undertaken and expenses reasonably incurred.

Nothing shall prejudice a party's rights or remedies under the Contract, including the provision of a fourteen (14) day notice to cure for persistent breaches and or a material breach of contract. And a party may terminate the Contract with immediate effect by notice in writing where the other party becomes insolvent.

6. Liability

eb7's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract, unless otherwise agreed in writing, shall be strictly limited for each eb7 company as follows:

- **EB7 Limited:** £5 million.
- **EB7 Party Wall Limited:** £1 million.



- **EB7 Sustainability Limited:** £1 million.
- **EB7 Immersive Ltd:** £1 million.
- **EB7 Seneca Ltd:** £1 million

eb7 will not be liable for any loss caused by the reliance on information supplied by the Client or of or by their directly-appointed consultants / contractors.

The Services are strictly for the sole benefit of the Client only.

No reliance or responsibility is given to any third parties unless expressly agreed in writing. Where a reliance letter is issued then this shall be issued strictly as stated and no liability or warranty shall arise.

No work produced by eb7 including the Services is to be utilised other than by the Client or for the purpose for which such was instructed. No assignment of the works may be undertaken other than by prior written authorisation from eb7.

The eb7 companies maintain professional indemnity insurance and, unless otherwise agreed in writing, eb7 limit its liability for claims accordingly. Full legal responsibility and liability for all services carried out by any of the directors or employees or contractors of the eb7 companies is undertaken by the applicable eb7 company(ies). No individual has or accepts any personal obligations towards the Client or any person in respect of such services and the Client agrees not to bring a claim against any individual in respect of the Services.

7. Intellectual property

All intellectual property rights subsisting in or arising out of or in connection with the Services including in respect of all 3d modelling, reports, drawings and any other information created in the course of the fee proposal or Contract are and remain the sole property of eb7 except to the extent expressly stated otherwise.

The Client shall have a non-exclusive licence to use the product of the Services for the purposes specified in the fee proposal.

The 'eb7' mark and logo is a trade mark of eb7 Limited and is registered or unregistered in territories worldwide.

8. Miscellaneous

These Conditions may be updated by eb7 from time to time by posting on eb7's website or other means of communication and shall be read into and form part of the Contract accordingly.

The parties shall keep in strict confidence all confidential information received from a disclosing party, including its employees, agents or subcontractors save only where the information was already known or is or becomes public knowledge or otherwise becomes the subject of a court order. The parties shall safeguard confidential information using reasonable procedures no less meaningful than those used for their own confidential information.

eb7 may collect data concerning the Client or the Contract. Eb7 will only use such data for the purposes of providing the Services. The eb7 data controller is John Barnes at eb7.

Any notice required to be given pursuant to the Contract shall be in writing and shall be given by delivering the notice by hand at, or by sending the same by prepaid first class post (airmail if to an address outside the country of posting) to the address of the relevant party set out in the Contract, or such other address as either party notifies to the other from time to time. Notices may be served and received by electronic mail. Any notice given according to the above procedure shall be deemed to have been given at the time of delivery (if delivered by hand) and when received (if sent by post) or, if sent by electronic mail, where a delivery receipt has been received and no bounce back e-mail is received.

This Contract may be accepted by email or other communication or executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document. And a party's clear conduct shall deem acceptance of the Contract including where not physically counter signed.

A variation of the Contract shall be in writing and signed by or on behalf of all parties. A waiver of any right under this Contract is only effective if it is in writing and it applies only to the person to which the waiver is addressed and the circumstances for which it is given. A person that waives a right in relation to one (1) person or takes or fails to take any action against that person, does not affect its rights against any other person. No failure to exercise or delay in exercising any right or remedy provided under the Contract or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof. No single or partial exercise of any right or remedy under the Contract shall preclude or restrict the further exercise of any such right or remedy. Unless specifically provided otherwise, rights and remedies arising under the Contract are cumulative and do not exclude rights and remedies provided by law. The Contract, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each party acknowledges that in entering into the Contract, and any documents referred to in it, they do not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty of any person other than as expressly set out in the Contract or those documents. If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

eb7 may accept or pay referral and or arrangement fees in connection with the Services or otherwise, on a disclosed basis as applicable. eb7 expressly reserves the right to accept or pay such referral and or arrangement fees.

The Contract and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract.