

SERVICE AGREEMENT

This Service Agreement (“**the Agreement**”) is entered into on the ____ day of May 2021 by and between:

Alexander Green Designs Limited, a private limited company incorporated in England under company number 08914063 and with its registered office at 64 New Cavendish Street, London, England W1G 8TB (“**AGD**”)

AND

[Client’s Name] of [Address] (“**the Client**”)

For the purposes of this Agreement AGD and the Client shall be collectively referred to as “**Parties**” and individually as a “**Party**”

WHEREAS

1. The Client has engaged AGD to provide the services outlined in AGD’s quotation dated [Insert date] (“**Quotation**”)
2. The fee payable for the services to be provided by AGD have also been outlined in the Quotation
3. The Client has accepted the Quotation and AGD shall provide its services to the Client in accordance with the terms and conditions of this Agreement

NOW THEREFORE the Parties agree as follows:

1. Definitions

For the purposes of this Agreement the terms below shall have the following meaning:

1.1 **Agreed Works** shall mean the scope of work outlined in the Quotation

1.2 **Brief** shall mean the original instructions/brief communicated by the Client to AGD and as outlined in the Quotation

1.3 **Business Day** shall mean any day other than the weekend or public holidays, on which banks in England are open for business

1.4 **Early Termination** shall mean termination of the Agreement prior to the Termination Date, i.e., prior to the completion of Agreed Works

1.5 **Estimate or Project Value** shall mean the estimate of total Fees payable by the Client in relation to the Agreed Works as indicated in the Quotation

1.6 **Fees** shall mean the sum of prices (subject to fluctuation outside AGD's control) outlined in the Quotation and the Value Added Tax (VAT) payable thereon

1.7 **Project** shall mean collectively the Agreed Works and the Services provided by AGD in relation to the Agreed Works

1.8 **Services** shall mean the services outlined in the Quotation to be provided by AGD to ensure the completion of Agreed Works

1.9 **Termination Date** shall mean the date on which AGD completes the Agreed Works and additional works or Variations if any.

2. Agreement Overview

2.1 **Site:** The Agreed Works will be carried out and AGD will provide its Services at [Name of Site]

2.2 **Normal Working Hours:** All works will be carried out during normal working hours, i.e., Monday to Friday between 8.00 am- 5.30 pm and Saturdays from 8.00 am- 1.30 pm.

2.3 **Access:** The Client shall provide a set of keys for the main entrance door of the building and/or the Site prior to the commencement of works if the property is vacant.

2.4 **Parking:** The Client shall provide parking space or parking slips if free parking is not available. Any additional parking expenses will be charged as disbursement.

2.5 Inspection and Facilities:

(a) The Client shall supply water and electricity on Site

(b) AGD will carry out an inspection of the Site to identify the existing condition of the premises and any existing inventory. AGD shall not be held liable for the pre-existing condition, including without limitation, pre-existing damage to the Site and/or its inventory.

2.6 The Estimate includes:

- (a) Disposal of items and building material waste from the Site
- (b) Paint (Dulux) to match the Site's existing paint colours
- (c) Basic materials required for construction, decoration, and refurbishment such as adhesive, cement, steel, concrete, binding wires, and similar construction material

2.7 The Estimate does not include:

- (a) Any furniture, accessories or other building material specifically chosen by you
- (b) Storage fee or transportation costs in relation to any furniture or other items purchased from third parties

2.8 AGD will to the best of its abilities:

- (a) adhere to applicable building regulations, license requirements and health and safety procedures
- (b) protect the existing floors and furniture on Site as well as communal areas

2.9 Warranty: The normal warranty period is 12 [twelve] months from the Termination Date, covering consumable products and workmanship ("**Warranty Period**").

3. Payment and Terms of Payment

3.1 Payment schedule: The payment schedule for the Project shall be as follows:

Payment Amount (% of Estimate/total Project Value)	Payment Date
A non-refundable deposit of 40% (" Deposit ")	Prior to the commencement of work
30%	Completion of first fix
25%	Completion of second fix
5%	Within 5[five] Business Days of the completion of the Project
If there are Variations, 100% of Variation Costs	Prior to the commencement of work on Variations

3.2 The Deposit once paid shall under no circumstances be refunded.

3.3 In the event that the Client, in accordance with clause 6.1 terminates the Project prior to the Termination Date, i.e., prior to the completion of the Agreed Works, the Client shall be liable to pay AGD the following with immediate effect:

- (a) Fees for the Services performed by AGD, and expenses incurred in connection with the Services up to the date of termination (The Deposit paid shall be set off against Fees payable for Services performed up to the date of termination)
- (b) Reimbursement of 100% of all material costs for the materials purchased and procured for the Agreed Works
- (b) Loss of earnings equivalent to 20% of costs that would have been paid for the unfinished Agreed Works had such Agreed Works been completed

3.5 Late payment fee

(a) All invoices must be paid within 7 [seven] Business Days from the date of receipt and acceptance of the invoice (“**Payment Period**”). Unless the invoice is disputed by the Client within the Payment Period, the invoice shall be deemed accepted on the same date as that of the receipt of the invoice. For the purposes of this Agreement the date of acceptance of the invoice shall be referred to as the “**Invoice Date**” .

(b) In event that the Client fails to pay an invoice within the Payment Period, we shall at our sole discretion grant a grace period of 5 [five] Business Days (“**Grace Period**”), within which the Client must make the payment. In the event the Client fails to pay the invoice on or before the last day of the Grace Period, or where such Grace Period is not granted, on or before the last date of the Payment Period, AGD shall be entitled to charge the following late payment fee:

Late Payment Fee (% of the invoiced amount)	Default Period
10%	Payment made after the last day of the Payment Period/ Grace Period (if granted) but before the 30 th day from the Invoice Date
20%	Payment made after the 30 th day but before the 60 th day from the Invoice Date
30%	Payment made after the 60 th day but before the 90 th day from the Invoice Date
40%	Payment made after the 90 th day from the Invoice Date

(c) AGD's right to charge a late payment fee shall be in addition to:

- AGD's right to cease all work related to the Project, without any liability until all outstanding payments have been made by the Client, and
- AGD's right to appoint a debt collection agency to take over the matter

4. Variations

4.1 AGD will accommodate requests for variations, changes, or revisions to the original specifications or Brief ("**Variations**") to the best of its abilities. The Client must make any request for Variations as early as possible.

4.2 Variations requested may result in a correction/revision to the original Fees quoted and therefore the Estimate. The costs associated with the Variations will always be communicated to the Client for approval prior to commencing any work on the Variations.

4.3 Variations may result in an increase in the Project length, impacting projected deadlines. The Client shall accept any revised delivery dates and deadlines resulting from Variations requested. If Variations lead to an increase in the Project length, the Client shall pay a pro-rata increase in preliminary costs incurred by AGD, including without limitation welfare costs and costs for site toilets.

4.4 Costs associated with Variations must always be paid 100% in advance, i.e., prior to the commencement of work on the Variations.

5. Limitation of Liability, Indemnification, and Insurance

5.1 AGD always advises clients to commission a survey and/or to carry out certain Site checks and tests before the commencement of works for the purposes of determining the pre-existing conditions, including any pre-existing damage to the Site, neighbouring properties and/or to the external and/or communal areas associated with the Site (collectively "**Pre-existing Damage**"). Where a Site survey has not been commissioned by the Client, AGD reserves the right to assess the Site and take photographs of the Site to identify any Pre-existing Damage. AGD shall not assume liability for Pre-existing Damage.

5.2 AGD will not be liable for any damage to and/or injury on the Site, external/communal areas or neighbouring properties associated with the Site, unless such damage and/or injury arises as a direct consequence of the gross negligence of AGD and/or of its contractors.

For the purposes of this Agreement “Gross negligence” means an error which is a serious error in all the circumstances, and in particular, where an action or inaction is undertaken with an objective appreciation of the high degree of risk of such action or inaction, as the case may be, and which action or inaction, a reasonably competent professional in AGD’s or their contractors’ position would consider to be in blatant disregard or indifference to that risk, and where the likelihood of the harm occurring is material and/or the consequences of the error are significant.

5.3 Should AGD suffer any damage, injury or claim as a result of a pre-existing hazard on Site, of which the Client was aware but did not disclose to AGD, the Client shall indemnify AGD for the loss or damage suffered by AGD and/or for any claims brought against AGD.

5.4 AGD will not be liable for works carried out by persons not appointed or contracted by AGD. AGD work exclusively in the capacity of contractors and project managers, and do not undertake and/or provide services in relation to architectural design work and/or structural engineering work. The Client must directly appoint specialist architects and structural engineers of their choice to carry out works that need their attention and expertise. AGD will therefore not be liable for any defects, errors, damage and/or injury caused to the Site, Site contents and/or any person, as a result of and/or arising from architectural and structural designs and work, made and undertaken by architects and structural engineers appointed by the Client.

5.5 AGD will not be liable for any delays caused to the Project as a result of regulations including building regulations and/or restrictions imposed on AGD or arising as a result of a Force Majeure Event.

5.6 AGD will carry out the Agreed Works in accordance with the Client’s Brief, which includes without limitation, drawings, designs, and instructions provided by the Client’s interior designer and/or architect. As such, AGD will not be liable for any defects in the design of the Project. AGD will only be liable for the defects in works carried out by AGD (“**Defects**”), all such Defects being covered under a warranty of 12 [twelve] months from the Termination Date and provided that the Client notifies the Defects to AGD in writing (writing includes emails) no later than the Warranty Period.

5.7 AGD will not be liable for any indirect or consequential losses or damage including but not limited to loss of revenue, loss of sales, damage to reputation or interruption of business.

5.8 In the event AGD is found liable AGD's liability shall be the lesser of (i) the actual loss suffered by the party or (ii) the total Project Value minus any sums received by the claiming party under any insurance policy.

5.9 AGD will not have liability in respect of a claim if and to the extent such claim is based upon a contingent liability, unless and until such contingent liability becomes an actual liability and provided that it is notified to AGD no later than the Warranty Period.

5.10 AGD will not be liable for a claim to the extent that the matter or circumstance giving rise to the claim was disclosed to the Client.

5.11 AGD will not be liable for any claim if the alleged breach which is the subject of the claim is capable of remedy and has been remedied by AGD to the reasonable satisfaction of the Client within such period of time as shall be mutually agreed upon by the Parties.

5.12 AGD will not be liable to indemnify the Client and/or any other party for any losses or damage arising as a result of a Force Majeure Event.

5.13 AGD will not be liable for works done by parties not engaged by AGD. AGD will not be liable for products not provided by AGD.

5.14 **Insurance cover:** AGD holds a valid Public and Products Liability insurance policy, further details of which can be shared on request. For the purposes of this Agreement AGD shall rely on its insurance policies to the extent permissible.

5.15 Client's liability for damage or loss of AGD's Assets

a. For the purposes of the Project AGD may bring and leave on Site certain tools, equipment and/or machinery (collectively "**AGD's Assets**"/ "**the Assets**")

b. The Client warrants that while AGD's Assets are on Site, the Client and/or its personnel shall not interfere with AGD's Assets, as a result of which AGD's Assets may get damaged. The Client must also ensure that AGD's Assets are protected from loss or theft.

c. The Client shall pay AGD:

(i) all costs and expenses for making good any damage (except for fair wear and tear) caused to AGD's Assets while they were on Site, save and except where such damage was caused by AGD's personnel

ii. **Loss of AGD's Assets:** If AGD's Assets or any parts thereof are lost or stolen or damaged beyond economic repair ("**Irretrievable Goods**"), while they were on Site, unless such loss or damage was caused by the Gross Negligence of AGD's personnel, the Client will be required to:

- pay the cost of the new item or any part thereof needed to replace the Irretrievable Goods where the Assets are less than 12 [twelve] months old from the date the Assets were brought on Site
- reimburse AGD for any loss or costs suffered or incurred by AGD where the Assets are more than twelve (12) months old from the date the Assets were brought on Site
- notwithstanding the above reimburse AGD for any losses or expenses incurred by AGD as a result of AGD's Assets becoming Irretrievable Goods while they were on Site. This includes any charges payable by AGD to tool hire companies for lost rental period.
- and a reasonable administrative charge to cover the costs incurred by AGD to administer the replacement

6. Early Termination

6.1 The Client may terminate the Project prior to the Termination Date, i.e., prior to the completion of Agreed Works by giving a 14 [fourteen] Business Days' written notice (written notice includes notice via e-mail), in which case the Client shall be liable for payments outlined in clause 3.4

7. Force Majeure

7.1 Force Majeure means any event or combination of events or circumstances beyond the control of a Party which cannot:

- (a) by the exercise of reasonable diligence, or

- (b) despite the adoption of reasonable precaution and/or alternative measures be prevented, or caused to be prevented, and which materially and adversely affects a Party's ability to perform its obligations under this Agreement.

A Force Majeure event shall include acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, riots, civil unrest, rebellion, insurrection, sabotage, epidemic, pandemic, quarantine restriction, lockdown, government sanctions, labour dispute, labour shortage, power shortage, shortage of raw material, lack of access to any equipment or materials, ceasing to be entitled for a prolonged period, to access the internet for whatever reason, server crashes for a prolonged, deletion, corruption, loss or removal of data, transportation embargo, failure or delay in transportation, any act or omission (including laws, regulations, disapprovals or failures to approve) of any government or government agency and/or any other analogous event.

7.2 If AGD is wholly or partially precluded from complying with its obligations under this Agreement by Force Majeure, then its obligation to perform in accordance with the Agreement will be suspended for the duration of the Force Majeure.

7.3 As soon as practicable after an event of Force Majeure arises, AGD will notify the Client. Should the Force Majeure Event continue to subsist for more than 30 [thirty] days, the Client shall be entitled to terminate the Agreement, subject to the Client's obligations to make the following payment:

- (a) Fees for the work done and expenses incurred by AGD in relation to the Project up to the date of termination on account of the Force Majeure Event.

8. Data Protection and Right to make references and publish images

8.1 Any personal data relating to the Client will be collected and processed for the purposes of this Agreement and/or in accordance with AGD's privacy policy available on the AGD website.

8.2 The Client agrees that AGD is permitted to refer to the Client as AGD's client and to use and edit any photographs of the Project, taken during the course of the Project and/or after completion of it, for promotional purposes, including on social media platforms.

8.3 The Client agrees to attribute AGD for the Services provided in relation to the Project.

9. Non-solicitation and non-circumvention

9.1 The Client agrees not to solicit AGD's employees, sub-contractors/independent contractors and/or any other suppliers or to circumvent AGD and deal directly with AGD's employees, sub-contractors/independent contractors and/or any other suppliers during the course and continuation of the Project.

9.2 In the event that the Client is in breach of its obligation relating to non-solicitation under this paragraph 9, the Client shall indemnify AGD against all damages, expenses and losses (including reasonable legal costs) ("**Losses**") arising from or as a result of the Client's breach of its non-solicitation obligations. In addition, AGD shall be entitled to seek equitable remedies including without limitation injunction and specific performance.

10. Governing Law and Dispute Resolution

10.1 This Agreement shall be governed by the laws of England and Wales.

10.2 Whilst AGD will always strive to make clients happy, in the event of any dispute arising from or as a result of this Agreement, the Parties agree to resolve it by amicable settlement. Should all efforts at amicable settlement fail (such efforts lasting for at-least 30 [thirty] days from the date on which the grievance or dispute arose) the Parties shall refer the dispute to a mutually appointed mediator, who shall be a neutral person, with no ties to either Party and shall preferably have experience resolving construction related disputes . The costs of appointing the mediator shall be borne equally by the Parties. The Parties agree to uphold the settlement arrived at, at the conclusion of mediation. Should mediation fail, the courts of England and Wales shall have exclusive jurisdiction over any disputes arising under the Agreement.

11. Entire Agreement

11.1 This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, discussions, negotiations, arrangements, or undertakings, written or verbal.

Execution Page

For and on behalf of Alexander Green Designs

Ltd. Signature:

Name of authorised signatory:

Date:

For and on behalf the Client

Signature:

Name of Client/signatory:

Date: