

## Conditions of Engagement

This agreement is between Designscape and any client or clients (hereinafter called THE CUSTOMER) accepting a quotation or requesting work to be carried out by Designscape.

### 1. PAYMENT TERMS –DESIGNING & EXECUTION FEES

- A fee of 15% of the total cost of the work will be charged for the services provided by Designscape.
- A token of 15% or INR 25000 whichever is the greater of the designing fee is payable at the time of outset.
- A progress payment is payable of 50% on day of work commencement.
- The balance of 35% is payable on completion of the work or within 5 working days of the invoice date. Taxes will be applicable at the then current rate. Interest at 10% above clearing bank base rate will be charged on any balance outstanding after the 5 working day period.
- Expenses shall be paid by the client on submission of an invoice. Such invoice will include appropriate expenses or disbursements incurred by Designscape during that period. Expenses may include, for example, the cost of maps, models, photographs etc.; hotel and travelling expenses; etc. as necessary.

### PAYMENT TERMS - SUPPLY AND FIT OUT CONTRACT

- A deposit of 40% of the total cost of the work is payable at time of order placement.
- A progress payment is payable of 30% after submitting the first running bill.
- A progress payment is payable of 20% after submitting the second running bill.
- The balance of 10% is payable on completion of the work or within 5 working days of the invoice date. Taxes will be applicable at the then current rate. Interest at 5% above clearing bank base rate will be charged on any balance outstanding after the 5 working day period.

### PAYMENT TERMS - ON CANCELLATION OF CONTRACT

- If the customer cancels the contract, there will be a cancellation fee of 10% of the full Contract price or INR 50000, whichever is the greater.
- In addition, the customer must pay our cost of any materials which are on order or received and which our suppliers are unwilling to take back into their stock.
- Any such goods will be delivered to the customer as received by the contractor.

2. Designscape reserves the right to sub-contract the whole or part of the work.

3. Water gas and electricity supplies will be made available free of charge to Designscape to enable them to carry out work or to comply with statutory health, safety or welfare regulations.

4. The customer is required to clear all working areas in occupied premises and protect personnel belongings. Designscape will not accept liability for damage caused to items not moved or adequately protected.

5. The customer shall accept full responsibility for damage and/or loss of materials following delivery to site.

6. Designscape accepts no liability for damage caused to materials, specified for re-use, during their removal, storage or subsequent refitting any such materials shall be replaced by the customer at no cost to the contractor. Unless previously agreed in writing all salvaged materials shall become the property of the contractor and shall be removed from site.

7. Designscape accepts no responsibility for oral instructions issued to its employees or sub-contractors or issued by them without authorization from the contractor. All such instructions given by the customer, or his representative, or made by its employees or sub-contractors must be in writing and could be subject to extra costs.

8. Designscape accepts no liability for damage claimed by owner of property adjoining the works. The equipment and methods used to carry out the works will be deemed the most economic by the contractor, but should adjoining owners lawfully require these methods cease or alternative methods or equipment to be employed, any additional costs incurred by the contractor will be the liability of the customer.

9. Designscape will in no way be liable for any expenses incurred by the customer or his agent, i.e. hotel or housing costs, loss of earnings, loss of time, furniture storage or any other expenses as a result of the duration of the work taking longer than at first anticipated by Designscape and/or the failure of the contractor to start the work on an advised date.

10. The customer understands that any start date given is provisional and may be subject to variation.

11. Designscape does not provide free of charge any drawing, calculations and reports necessary to comply with planning permission, building regulations or any other statutory regulation or for specialist suppliers or sub-contractors. Designscape can supply these services but they will be subject to an agreed fee. It is the customer's responsibility to obtain the required permissions, consents and certification from the statutory authorities unless Designscape or its sub-contractors have included this activity in their quotation.

12. Designscape will make every effort to meet completion date, but cannot accept responsibility for any delays beyond its control. If work under the contract is forced to be abandoned, Designscape shall be entitled to payment for all materials supplied under the contract, all materials left on site and for all works carried out prior to the date of abandonment.

13. Designscape reserves the right to substitute alternative materials to those specified, with other of equal quality and suitability.

14. Any variations or alterations to the specification or quotation requested by the customer will be charged on a time and material basis.

15. The title of the goods does not pass to the customer until full settlement of the contractors account has been made. Designscape reserves the right to recover goods for which full payment has not been made.

**GUARANTEE**

A manufactures guarantee applies to materials used by Designscape.

Designscape

Client/ Clients

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(Authorized Signatory)

(Name & Signature)

By signing this agreement, you agree to the above terms and conditions.