



TERMS AND CONDITIONS OF SUPPLY OF Propdev Ltd

trading as Greg Jackson Architects and Jackson Architects

These Terms of Supply ("Terms") apply whenever we agree to supply any services to you ("the Client") and any such supply is subject to these Terms.

1. INTERPRETATION

- 1.1. Definitions. In these Terms, the following definitions apply:
 - 1.1.1. Accepted Order: any Order for Services accepted by us.
 - 1.1.2. Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in Dublin are open for business.
 - 1.1.3. Charges: the charges payable by the Client for the supply of the Services in accordance with clause 5.
 - 1.1.4. Terms: these terms and conditions as amended from time to time in accordance with clause 13.6.
 - 1.1.5. Contract: These Terms and the Accepted Order.
 - 1.1.6. Client: the person or firm who purchases Services from Propdev.
 - 1.1.7. Deliverables: the deliverables set out in the Accepted Order produced by Propdev for the Client.
 - 1.1.8. Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
 - 1.1.9. Order: the Client's order for the Services which shall be in writing (which includes email).
 - 1.1.10. Services: the services, including the Deliverables, supplied by Propdev to the Client as set out in the Specification.
 - 1.1.11. Specification: the description or specification of the Services provided in writing by Propdev to the Client.
 - 1.1.12. Propdev, us or we: means Propdev Limited a company registered in Ireland with company number 530943 and with meeting offices at 20 Harcourt Street, Dublin 2, Ireland and Beamore Road, Bryanstown, Co Meath, Ireland. Greg Jackson Architects and Jackson Architects are registered trading names of Propdev Ltd.
 - 1.1.13. Our Materials: has the meaning set out in clause 4.1.6.
 - 1.1.14. Quotation: any quotation sent by us to the Client for Services via email or any other form of writing.
 - 1.1.15. Project Cost: is the cost of all the work, including site development works. It excludes loose furnishings and fittings where we have had no part in their design, specification or procurement. It is based on the final build cost with interim estimates based on a Quantity Surveyor's estimate or a competitive Tender amount (for tenders administered by Propdev Ltd only) for a particular scope of work.
- 1.2. Construction. In these Terms, the following rules apply:
 - 1.2.1. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 1.2.2. a reference to a party includes its successors or permitted assigns;
 - 1.2.3. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
 - 1.2.4. any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
 - 1.2.5. a reference to writing or written includes emails.

2. BASIS OF CONTRACT

- 2.1. Where we send the Client a Quotation, these Terms shall apply to an offer the Client makes to us to engage us to provide the Services. Any Quotation shall not constitute a contract.
- 2.2. Any Order made by the Client (whether based on a Quotation or otherwise) constitutes an offer by the Client to purchase Services in accordance with these Terms.
- 2.3. The Order shall only be deemed to be accepted when Propdev issues written acceptance of the Order at which point and on which date the Contract shall come into existence.
- 2.4. The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Propdev which is not set out in the Contract.
- 2.5. Any samples, drawings, descriptive matter or advertising issued by Propdev, and any descriptions or illustrations contained in Propdev's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.6. These Terms apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

- 2.7. Any quotation given by Propdev shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

3. SUPPLY OF SERVICES

- 3.1. Propdev shall supply the Services to the Client in accordance with the Specification in all material respects.
- 3.2. Propdev shall use reasonable endeavours to meet any performance dates as agreed in writing but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3. Propdev shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Propdev shall notify the Client in any such event.
- 3.4. Propdev warrants to the Client that the Services will be provided using reasonable care and skill.

4. CLIENT'S OBLIGATIONS

- 4.1. The Client shall:
 - 4.1.1. ensure that the terms of the Order, the Accepted Order and any information it provides in the Specification are complete and accurate;
 - 4.1.2. cooperate with Propdev in all matters relating to the Services;
 - 4.1.3. provide Propdev, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by Propdev;
 - 4.1.4. provide Propdev with such information and materials as Propdev may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
 - 4.1.5. obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
 - 4.1.6. keep and maintain all materials, equipment, drawings, documents (paper and digital) and other property of Propdev (Our Materials) at the Client's premises in safe custody at its own risk, maintain Our Materials in good condition until returned to Propdev, and not dispose of or use Our Materials other than in accordance with Propdev's written instructions or authorisation.
- 4.2. If Propdev's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):
 - 4.2.1. Propdev shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays Propdev's performance of any of its obligations;
 - 4.2.2. Propdev shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Propdev's failure or delay to perform any of its obligations as set out in this clause 4.2; and
 - 4.2.3. the Client shall reimburse Propdev on written demand for any costs or losses sustained or incurred by Propdev arising directly or indirectly from the Client Default.

5. CHARGES AND PAYMENT

- 5.1. The Charges for the Services shall be as set out in the written quotation. In the absence of a written quotation and/or giving a written or verbal estimate, the charges for the Services shall be on a time, materials and expenses basis. In the absence of a written quotation:
 - 5.1.1. the Charges shall be calculated in accordance with Propdev's standard daily fee rate of €1,200 per person per day plus VAT as may be amended on providing written notice to you.
 - 5.1.2. Propdev's standard daily fee rates for each individual are calculated on the basis of an eight-hour day from 9am to 5.30 pm
 - 5.1.3. Propdev shall be entitled to charge an additional overtime rate of 100% (one hundred per cent) of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 5.1.2; and
 - 5.1.4. Propdev shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom Propdev engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Propdev for the performance of the Services, and for the cost of any materials.
- 5.2. Propdev shall invoice the Client on an interim basis usually at the beginning of each work phase.
- 5.3. The Client shall pay each invoice submitted by Propdev within 7 days of the date of the invoice and in full and in cleared funds to a bank account nominated in writing by Propdev, unless otherwise agreed in writing. Time for payment shall be of the essence of the Contract.

- 5.4. All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by Propdev to the Client, the Client shall, on receipt of a valid VAT invoice from Propdev, pay to Propdev such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 5.5. If the Client fails to make any payment due to Propdev under the Contract by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 4% per cent per annum above Allied Irish Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The Client shall pay the interest together with the overdue amount.
- 5.6. The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Propdev may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Propdev to the Client.
- 5.7. We base our fees on a percentage of the 'Project Cost'. The 'Project Cost' is defined as the cost of all the work, including site development works. It excludes loose furnishings and fittings where we have had no part in their design, specification or procurement. Our fee at appointment can be based on your 'Initial Project Cost' or your 'Initial Project Budget'. If an independent Quantity Surveyor is appointed, the fee will be updated based on the lower of the Quantity Surveyor's estimate and the successful tender amount and retrospectively applied to previous payments if higher. When the building work is complete, the 'Project Cost' is the final account(s) for the works and will be retrospectively applied if higher. Please note that while we can offer an opinion on the 'Project Cost' estimate, we are not qualified to offer a cost estimation service. We advise that you employ a qualified independent Quantity Surveyor (QS) to establish a 'Project Cost' Estimate.
- OR
- We base our fees on a multiple of your 'floor area to be designed' by the 'Floor Area Rate'. The 'floor area to be designed' is defined as the gross external floor area of all areas to be designed including redesign of internal areas and areas demolished and redesigned. Our fee at appointment can be based on your 'Initial floor area to be designed'. If the floor area increases from the initial estimate during any stage, the fee will increase accordingly. If the floor area decreases based on a planning decision or for any other reason, the fee will decrease accordingly for our services from the date of the decrease onward. Services up to the date of decrease in area will be based on the higher floor area. Our design service does not include kitchen or cabinetry or furnishing design other than provision for layout within the overall design.
- OR
- We base our fees on a combination of percentage basis, floor area basis and or fixed rate basis.
6. INTELLECTUAL PROPERTY RIGHTS
- 6.1. All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Propdev. The Client acknowledges that, in respect of any third party Intellectual Property Rights, the Client's use of any such Intellectual Property Rights is conditional on Propdev obtaining a written licence from the relevant licensor on such terms as will entitle Propdev to licence such rights to the Client. All of Our Materials are the exclusive property of Propdev.
7. CONFIDENTIALITY
- 7.1. A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 7) shall survive termination of the Contract.
8. LIMITATION OF LIABILITY
- 8.1. Nothing in these Terms shall limit or exclude Propdev's liability for:
- 8.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
- 8.1.2. fraud or fraudulent misrepresentation.
- 8.2. Subject to clause 8.1:
- 8.2.1. Propdev shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- 8.2.2. Propdev's total liability to the Client 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 the amount paid by the Client to Propdev for the 12 months immediately preceding the action giving rise to the claim.
- 8.3. This clause 8 shall survive termination of the Contract.
9. NET CONTRIBUTION CLAUSE
- 9.1. The liability of Propdev to the Client under this Contract shall be limited to the proportion of the Client's loss and damage that it would be just and equitable to require Propdev to pay, having regard to the extent of Propdev's responsibility for that loss and damage, on the assumptions that all other consultants, contractors, sub-contractors, project managers and advisers have:
- 9.1.1. entered into an agreement with the Client containing a term no less onerous than clause 3.4;
- 9.1.2. there are no exclusions of or limitations of liability nor joint insurance or coinsurance provisions between the Client and any other party referred to in this clause and any such other party who is responsible to any extent for the loss and damage is contractually liable to the Client for the loss and damage; and
- 9.1.3. paid to the Client the proportion of the Client's loss and damage that it would be just and equitable to require them to pay, having regard to the extent of their responsibility for that loss and damage.
10. TERMINATION
- 10.1. Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party 3 months' written notice or either party may terminate the Contract with immediate effect at the end of a Stage as outlined in the Client Architect Agreement assuming all invoices are paid in full to Propdev Ltd and payment for the next stage of work has not already been paid.
- 10.2. Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 10.2.1. the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 Business Days of that party being notified in writing to do so;
- 10.2.2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due;
- 10.2.3. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 10.2.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 10.2.5. the other party (being an individual) is the subject of a bankruptcy petition or order;
- 10.2.6. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 10.2.7. any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 10.2.1 to clause 10.2.6 (inclusive);
- 10.2.8. the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- 10.2.9. the other party's financial position deteriorates to such an extent that in Propdev's opinion the Client's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 10.2.10. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 10.3. Without limiting its other rights or remedies, Propdev may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 10 Business Days after being notified in writing to do so.
- 10.4. Without limiting its other rights or remedies, Propdev may suspend provision of the Services under the Contract or any other contract between the Client and Propdev if the Client becomes subject to any of the events listed in clause 10.2, or Propdev reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Contract on the due date for payment.
- 10.5. Dormancy Clause: Without limiting its other rights or remedies, other than where it is agreed in writing that a specified period greater than three months may be required by the Client to provide an instruction or for Propdev to respond to an instruction, either party may terminate the Contract with immediate effect by giving the other party written notice if after three calendar months there is no instruction given to Propdev Ltd in writing by the Client, having been requested in writing from the Client by Propdev Ltd, or, if after three calendar months there is no response to the Client to an instruction given in writing to Propdev Ltd by the Client.
- 10.6. In the event of a valid termination under clause 10.5 by Propdev Ltd, the account will be considered paid in full, with the exception of any outstanding invoices, and all fees paid to Propdev Ltd during the current stage of work for work that has not been completed by Propdev Ltd shall be refunded in full to the Client. In the event of a valid termination under clause 10.5 by the Client, all outstanding invoices remain due for payment and all fees paid to Propdev Ltd during the current stage of work for work that has not been completed by Propdev Ltd shall be refunded in full to the Client.
11. CONSEQUENCES OF TERMINATION
- 11.1.1. On termination of the Contract for any reason:
- 11.1.2. the Client shall immediately pay to Propdev all of Propdev's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Propdev shall submit an invoice, which shall be payable by the Client immediately on receipt;
- 11.1.3. the Client shall return all of Our Materials and any Deliverables which have not been fully paid for. If the Client fails to do so, then Propdev may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- 11.1.4. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 11.1.5. clauses which expressly or by implication survive termination shall continue in full force and effect.

12. FORCE MAJEURE
- 12.1. For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of Propdev including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of Propdev or any other party), failure of a utility service or transport network, act of God, flood, drought, natural disaster, epidemic or pandemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, storm or default of suppliers or subcontractors.
- 12.2. Propdev shall not be liable to the Client as a result of any such Force Majeure event hindering, delaying or causing a failure to perform its obligations under this Contract. If the Force Majeure Event hinders, delays or prevents Propdev from providing any of the Services for more than 8 weeks, Propdev shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Client.
13. GENERAL
- 13.1. Assignment and other dealings.
- 13.1.1. Propdev may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 13.1.2. The Client shall not, without the prior written consent of Propdev, 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.
- 13.2. Notices.
- 13.2.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid post or other next working day delivery service, commercial courier or e-mail.
- 13.2.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.2.1; if sent by pre-paid post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
- 13.2.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 13.3. Severance.
- 13.3.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 13.3.2. If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 13.4. Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.5. No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 13.6. Variation. Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Propdev.
- 13.7. Governing law. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of Ireland.
- 13.8. Jurisdiction. Each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

END