

The appointment of a member of the Ideaworks Group ('Ideaworks') by the Client is subject to the following terms and conditions (the 'Ideaworks Global Terms and Conditions' or these 'Conditions'). These terms shall operate to the exclusion of all terms advanced by the Client, which shall be of no effect.

1. DEFINITIONS & INTERPRETATION

1.1. The following definitions and rules of interpretation apply in these Conditions:

Additional Fees	the amount payable by the Client to Ideaworks for the Additional Services under the Contract and/or any Additional Works.
Additional Services	any services not set out in a Quotation and agreed in writing between the Client and Ideaworks, including where such services take place in respect of the Project but before the date of the Order, and any additional costs arising out of Ideaworks being asked to Collaborate by the Client; by Ideaworks being asked to change any Assumption.
Additional Works	any Works not set out in the Quotation but agreed in writing between the Client and Ideaworks (including any Works arising out of or in connection with a Change).
Aftercare Services	means the ongoing service, monitoring and maintenance services as more particularly set out in a Quotation.
Approved Drawings	Drawings approved by the Client from time to time in accordance with clause 6.
Assumption	any assumption, disclaimer, exclusion or note that it is anticipated that something will be carried out/designed/supplied or otherwise enacted by others, together with any matrix of responsibilities set out in a Quotation.
Basic Services	the services set out in a Quotation.
Brief	the latest statement of requirements for the Project issued or approved by the Client, including any information or drawings prepared by or on Ideaworks' behalf and approved by the Client.
Budget	the latest of (a) Ideaworks' fair and reasonable estimate of the total cost of delivery of the Equipment and/or Services; (b) the most recent Quotation issued by Ideaworks; and (c) the final cost of the Equipment and/or Services.
Business Day	a day other than a Saturday, Sunday or public holiday in England, outside of any Shut-Down Period, when the banks in London are open for business.
CDM Regulations	The Construction (Design and Management) Regulations 2015.
Change	has the meaning given in clause 18.1.
Classification Society	means, in respect of a Marine Project, the classification society set out in the Quotation or notified to Ideaworks by the Client from time to time.
Client	the natural person or legal entity that purchases Equipment and/or Services from Ideaworks.

Client Representative	has the meaning given in clause 16.1.
Collaborate	to co-operate with and provide to, or receive from, Others information reasonably necessary, as and when reasonably requested, for performing the Services or for such Others to carry out their work or services, to consider and, when competent to do so, comment upon such information.
Commencement Date	has the meaning given in clause 2.2.
Conditions	these terms and conditions, as amended from time to time in accordance with clause 38.1.
Consumable	any consumable or periodically-replaceable element of any Equipment, including but not limited to lamps, bulbs, batteries, discs, disks, tapes, fuses, wearing strips, feet, pads, needles, covers and other items of a temporary or short life-span nature.
Contract	the contract between Ideaworks and the Client for the supply of Equipment and/or Services and/or Aftercare Services.
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression 'change of Control' shall be construed accordingly.
Client Materials	any Client or Ultimate End-Client materials, information or Intellectual Property Rights that are shared with Ideaworks (for the purposes of carrying out Services or otherwise) in order for Ideaworks to carry out its obligations under these Conditions.
Configuration Code	uncompiled and compiled versions of any software programs developed by Ideaworks as part of the Services, including but not limited to the graphic user interface and scene programming commands; configuration parameters for proprietary software including but not limited to audio configuration, IT switch configuration, and lighting controller configuration; but excluding any software or product source code.
CPIH	the latest 'change over 12 months' value for the CPIH Annual Rate 00: All Items 2015=100 index published by the Office of National Statistics in the United Kingdom.
Deliverables	deliverables set out in the Order, to be produced by or on behalf of Ideaworks for the Client.
Delivery Location	has the meaning given in clause 10.2.
Deposit	The up-front payment to be made by the Client to secure the performance of the Contract as set out in clause 21.10.
Design Deliverables	the design-related deliverables set out in a Quotation, including any Drawings and/or Specifications.
Design Freeze Date	means such date as agreed between the Client and Ideaworks, each acting reasonably.
Drawings	means drawings, sketches, computer-generated imagery, models, 3D mock-ups (real or virtual), plans, sections, elevations, materials, samples, bills of

	quantities, schedules and/or specifications for the Project.			rights in computer software, database rights, rights to use and/or protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.
Equipment	any goods, materials and/or equipment to be provided to the Client under the Contract, including but not limited to displays, drivers, speakers, back-boxes, fittings, controllers, outlets and control plates, servers, racks, mounts, lifts, cables, ducts, enclosures and Consumables, and any licences, software, firmware, components, parts and/or materials of the same.			
Fees	the Quotation Fee and any Additional Fees.	LCAM		the London Chamber of Arbitration and Mediation, a company registered in England and Wales with company registration number 10580081.
Force Majeure Event	has the meaning given to it in clause 30.	Marine		in respect of a Project, means a Project taking place on a commissioned Vessel either in the Port or at sea, or on one in build or refit at a Shipyard.
Free-Issue Materials	has the meaning given in clause 12.1.	Mediterranean / Northern Europe		means mainland Italy, Spain, Portugal, France, the United Kingdom, Ireland, the Netherlands, Belgium, Germany, Switzerland, Denmark, Norway, Sweden and Finland; the Balearic Islands, Sardinia, Sicily, Corsica, the Channel Islands and the Isle of Man.
Funder	a person or firm providing finance in connection with the Project, the Vessel or the Property.	OH&P		means a contribution to Ideaworks' overheads and profit.
Ideaworks Brand Assets	the words "Ideaworks", "Amazing Inside", "easy obedient secure" and any trademarks, logos, trade dress, social media handles and/or hashtags from time to time in the control or substantial control of a member of the Ideaworks Group.	Order		the Client's order for the supply of Equipment, Consumables, Aftercare Services and/or Services.
Ideaworks Group	Ideaworks Group Ltd (12606992), Ideaworks (London) Group Limited (08779965), Ideaworks (London) Limited (03943726) and Ideaworks Global Limited (11708232), each registered in England and Wales with the company registration number shown in brackets for each one and each having their registered address at 206 Great Portland Street, London W1W 5QJ; Ideaworks Monaco SARL, a company registered in Monaco with company registration number 17S07395 having its registered office at Rue de la Turbie 13, Monte Carlo, Monaco; Ideaworks Germany GmbH, a company registered with the District Court of Bremen with company registration number HRB 30053, having its registered office at Harburger Schoßstr. 18, 21079 Hamburg, Germany; and Ideaworks Netherlands BV, a company registered in the Netherlands with company registration number 74399217, having its registered office at Beechavenue 54, 1119 PW Schiphol-Rijk, Netherlands, and any company that is a holding company, subsidiary, or a subsidiary of any holding company of any of those entities from time to time.	Others		any person, company or firm other than Ideaworks and any member of the Ideaworks Group, including but not limited to consultants, contractors, sub-contractors (other than sub-contractors of the Ideaworks Group) and specialists who have performed, or will perform, work in connection with the Project.
		Port		means the port set out in a Quotation.
		Practical Completion		means, in respect of a Project at Property, practical completion of the Works or if sooner, occupation of the Property by the Client, and, in respect of a Marine Project, means the initial point of handover to the Shipyard following Installation.
		Programme		means, subject to clause 12, the programme for the performance of the Services as set out in the Quotation or, subsequently, the latest programme approved by the Client.
Improvement	Any improvement, development, enhancement, modification or derivative of any Client Materials or Ultimate End-Client Materials carried out by Ideaworks that would make the Client Materials or Ultimate End-Client Materials more effective, more useful or more valuable, or would in any other way render Client Materials or Ultimate End-Client Materials more suitable for incorporation into the Equipment, Services, System and/or the Works.	Project		means the project as set out in a Quotation.
		Property		means the property as set out in a Quotation.
Installation	means installation, fixing and, where applicable, finishing and any commissioning of Equipment and/or Consumables by Ideaworks or on its behalf.	Quotation		means a fee proposal, quotation or estimate issued by Ideaworks to the Client or a prospective Ultimate End-Client.
		Quotation Fees		the fees as set out in a Quotation.
Intellectual Property Rights	means all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD or equivalent 3d digital modelling materials and/or files, calculations, data, databases, Configuration Code, schedules, programmes, bills of quantities, budgets, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, uniform and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs,	Sanctions Legislation		means any legislation in any part of the world restricting, prohibiting or otherwise rendering it illegal to deliver Services to the Client or Ultimate End-Client.
		Services		the Basic Services and the Additional Services, if any, including the carrying out of the Works.
		Shipyard		means the shipyard as set out in a Quotation or, where the shipyard is not specified in a Quotation, such shipyard in the Mediterranean / Northern Europe as the Client and Ideaworks shall agree in writing.
		Shut-Down Period		means, in any year, the last two calendar weeks of August, the week before and after the Easter Bank Holiday, and the period from Christmas Eve to the first Monday back after the New Year Bank Holiday.



Site	means, as applicable, the Property, Shipyard, Port or Vessel.
Software	means the computer programs, operating system, software, functions, workflows, routines and code (whether compiled or uncompiled) installed on any Equipment, as the same may be altered or amended by any updates, patches or changes in code, but excluding any Configuration Code.
Specifications	the specifications for the Equipment as set out in the Approved Drawings and the specifications for the Services set out in the Quotation, including but not limited to any materials, details, performance specifications and/or finishes.
System	means the system supplied by Ideaworks under the Contract.
Third-Party Data & Content Services	telephony, data, satellite communications, content (including but not limited to music and/or video streaming), monitoring, remote access and other analogous services employed, accessed or consumed by the Client or the Ultimate End-Client in their use of the System, to the extent that they are not supplied by Ideaworks.
Ultimate End-Client	means (where such a party exists) the ultimate person or legal entity that instructs or contracts (whether directly or indirectly) with the Client to, in turn, engage with Ideaworks under the Contract.
Vessel	means the vessel as set out in a Quotation.
Working Hours	09:00 to 17:00, where the same is a Business Day.
Works	has the meaning given in clause 11.1.

1.2. In these Conditions:

- a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- b) a reference to a party includes its successors and permitted assigns;
- c) a reference to legislation or a legislative provision is a reference to it as amended or re-enacted and includes all subordinate legislation made under that legislation or legislative provision;
- d) any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and
- e) the headings are inserted for convenience only and shall not affect their construction; and
- f) references to written or in writing shall include email.

2. BASIS OF CONTRACT

2.1. The Order, which may be demonstrated (without limitation) by a Client or Ultimate End-Client issuing written instructions for Ideaworks to commence any Services or to provide any Equipment, or by the issue to a member of the Ideaworks Group of a draft contract or sub-contract referencing any Quotation, constitutes an offer by the Client to purchase Equipment and/or Services, or Aftercare Services, on a non-exclusive basis, in accordance with these Conditions.

2.2. The Order shall only be deemed to be accepted on the sooner of:

- a) Ideaworks issuing written acceptance of the Order; and
- b) the Client or Ultimate End-Client paying the Deposit;

at which point and on which date the Contract shall come into existence (the 'Commencement Date').

2.3. Ideaworks shall endeavour to meet any performance dates specified in the Quotation, but any such dates shall be estimates only and time shall not be of the essence for the supply of any Services, delivery of any Equipment, the supply of any Aftercare Services, or the carrying-out of the Works. Any quoted

lead time shall commence on the later of the Order and the payment by the Client of any Deposit invoice.

- 2.4. Any samples, descriptive matter or advertising issued by Ideaworks and any descriptions of the Equipment and/or Services and/or Aftercare Services contained in Ideaworks' catalogues, brochures, websites or other marketing or promotional material are issued or published for the sole purpose of giving an approximate idea of the goods and/or services described in them. They shall not form part of the Contract or have any contractual force.
- 2.5. These Conditions apply to the Contract to the exclusion of any other terms that the Client or the Ultimate End-Client seeks to impose or incorporate (including but not limited to any terms contained in the Order), or which are implied by law, trade custom, practice or course of dealing, save only where Ideaworks enters into a specific written contract with the Client which explicitly excludes these Conditions (by reference to the "Ideaworks Terms & Conditions"), whereupon the terms of such specific written contract shall apply only to Equipment delivered and/or Services carried out from the date of such contract (and these Conditions shall apply to the supply of any Equipment and/or Services on or before that date).
- 2.6. Unless otherwise set out therein, any Quotation given by Ideaworks shall be an invitation to treat and shall not constitute an offer; and is only valid for a period of 20 Business Days from its date of issue (unless it is withdrawn in writing sooner), after which time Ideaworks reserves the right to modify or withdraw it without penalty.
- 2.7. All of these Conditions shall apply to the supply of Equipment, Services and Aftercare Services (subject to clause 19), except where application to one or the other alone is specified or the contrary is explicitly stated.
- 2.8. If any term, provision, Assumption or allowance set out in the Quotation is inconsistent with any term, provision, Assumption or allowance set out in these Conditions, these Conditions shall be deemed modified by the minimum amount required to give effect to the intention of the Quotation.
- 2.9. The Client irrevocably waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained within any of the Client's documents that is inconsistent with these Conditions. In particular, no JCT, ACE, BIMCO or similar standard-form sub-contract provisions shall apply to the Contract.

3. IDEAWORKS' OBLIGATIONS

- 3.1. Unless otherwise specifically detailed in the Quotation, no Drawings or design work have been prepared or undertaken by Ideaworks and Ideaworks accepts no design liability under the Contract. In particular, unless otherwise clearly set out in a Quotation, Ideaworks shall have no responsibility for the suitability or fitness for purpose of any Equipment supplied.
- 3.2. In relation to the Design Deliverables only, Ideaworks warrants and undertakes that it shall use all the reasonable skill, care and diligence to be expected of an experienced member of its profession undertaking the Services on works similar in scope, value and character to the Project.
- 3.3. Unless otherwise set out in a Quotation, Ideaworks provides the Equipment for private and domestic use only (and not for commercial or business use) and shall carry out the Services on this basis.
- 3.4. Ideaworks shall keep the Client reasonably informed of:
 - a) progress in the performance of the Services and of any issue that may materially affect the Brief, the Budget, the Programme, or the quality of the Project;
 - b) the Client's need to appoint Others to perform work or services in relation to the Project; and/or
 - c) any information, decision or action required from the Client or Others in connection with the performance of the Services.

3.5. Ideaworks shall Collaborate with all Others who are working on the Project, or whose appointment is reasonably foreseeable, and, as applicable, shall co-ordinate and integrate the information so received into its work.

4. THE CLIENT'S OBLIGATIONS

- 4.1. The Client shall provide, free of charge, all of the information in its possession, or readily obtainable, which is necessary for the proper and timely performance of the Services, and Ideaworks shall be entitled to rely on such information and shall not be responsible for any flaws, defects, inconsistencies or inaccuracies contained therein.

- 4.2. The Client shall take decisions, give approvals and take all such other actions necessary for the proper and timely performance of the Services. Where the Client is requested by Ideaworks to provide information about, confirmation of, approval of, or consent to any matter, the Client shall do so reasonably promptly and, in any event, within 5 Business Days. Where the Client does not take the required decisions, give the required approvals or take any such other actions necessary, Ideaworks shall be entitled, on the giving of not less than 2 Business Days' notice to proceed on the basis that any such decisions, approvals or actions have been taken in such way as the notice shall specify and the Client shall be deemed to have consented to the same.
- 4.3. The Client shall supply the Brief, assist with its development and advise Ideaworks on the relative priorities of the Brief, the Budget and the Programme.
- 4.4. If the Client, the Ultimate End-Client, or anyone acting on either's behalf issues instructions to Others, Ideaworks shall not be responsible or liable for the consequences of such instructions.
- 4.5. The Client shall be responsible for the obtaining of all necessary licences, permits, permissions, approvals and consents required for the carrying out of the Services, including but not limited to any licences to alter required under the provisions of any title to a Property, any listed building, heritage or conservation area consent, and/or any building control or analogous approvals both before and following completion of the Services.
- 4.6. If the Client or anyone acting on its behalf issues instructions that mean that the Services will be delivered in such a way as to contravene any permissions, consents, licences, regulations or other mandatory provisions, Ideaworks shall not be responsible for the consequences of such instructions.
- 4.7. Where work or services, other than the Services, are required, the Client shall appoint and pay Others under separate agreements to perform such work or services, shall hold such Others responsible for the competence and performance of their work or services, and shall require them to Collaborate with Ideaworks without charge. The Client shall confirm to Ideaworks the appointment of such Others, their disciplines and the expected duration of their employment.
- 4.8. If during performance of the Services it is Ideaworks' reasonably-held opinion that it would benefit the Client or the Ultimate End-Client, Ideaworks may recommend that the Client appoints Others with appropriate knowledge and experience to perform part of the Services. If the Client agrees to such appointment, it shall be made without undue delay. On such appointment, the Client shall give Ideaworks written confirmation, whereupon Ideaworks will cease to be responsible or liable for that element of the Services. Ideaworks shall Collaborate with such Others.
- 4.9. Where the Contract is for the supply of Equipment, the Client shall be responsible for providing a safe, dry, room-temperature, secure storage area for any unfixed Equipment and/or materials at the Site, and Ideaworks accepts no responsibility for any loss or damaged caused by the Client's failure to so provide.
- 4.10. Where the Client requires Ideaworks to adhere to any particular health and safety and/or security protocols from time to time in force at the Site, Ideaworks shall not be in breach of any of its obligations under the Contract by adhering to, or attempting to adhere to, the same.
- 4.11. Unless otherwise explicitly set out in the Quotation, Ideaworks does not provide, and has not allowed for any of the following in the preparation of its Quotation. The Client shall be responsible for arranging and paying for all of the following in good time to allow the Works to proceed unhindered:
- a) the identification, monitoring, removal and disposal of any hazardous materials;
 - b) the supply and certification of electrical power to the designated locations, including but not limited to all 240V connections for all lighting, blinds and other items as more particularly specific in the Drawings;
 - c) any builder's work, including but not limited to the provision of ducts, chasing-in or running of cables, drilling of holes, penetration of any hull or exterior wall, cutting-out of existing or new structures and any making good;
 - d) (for Marine Projects only) all foundations, electrical termination cabinets, ventilation and air conditioning reasonably required for the reliable functioning of the System on the Vessel;
- e) preparatory work, including but not limited to first fixes, provision and handover of plant rooms, rack sites, foundations and/or bases for Equipment, and any other enabling works in strict accordance with the supplied schematics, schedules and drawings;
 - f) the installation, subscription for, and/or activation of any Sky, cable or other externally-provided audio-visual and/or internet/data services, including any Third-Party Data & Content Services;
 - g) the supply, installation and/or commissioning of any security, access, fire and/or CCTV systems (including contact closure outputs from any security system and video feed outputs from any CCTV system);
 - h) the installation, completed commissioning, independent control and verification by Others of any HVAC, environmental or other sensors or controllers that are to integrate with the System; and
 - i) cable testing of any cables supplied and/or installed by Others.
- 5. WARRANTY**
- 5.1. Ideaworks warrants that upon the Practical Completion of any Works, provided that the System has been designed and installed by Ideaworks, has been fully paid for (without offset), and provided further that the Client does not owe Ideaworks or any of its Group companies any overdue sums, the System will have no defects in materials, manufacturing or workmanship.
- 5.2. In the event that any item of Equipment fails and is replaced by Ideaworks under this warranty, Ideaworks shall be entitled to remove the defective item and retain it.
- 5.3. Save as set out in clause 5.4, following Practical Completion of the Works, Ideaworks offers no warranty that:
- a) any Equipment shall continue to function in any particular way;
 - b) any Configuration Code shall continue to function in any particular way; or
 - c) any Consumables shall function for any particular period of time,
- and the Client shall have the sole responsibility for making any claims under any Equipment warranties with the original equipment manufacturers who offer such warranties.
- 5.4. Where the Contract specifies a post-Practical-Completion defects liability period, Ideaworks' liability during that period shall be limited to defects in Installation only. For the avoidance of any doubt, the following shall not constitute defects:
- a) any failure of any Equipment to function in any particular way;
 - b) any failure of any Consumables to function in any particular way;
 - c) any amendments to Configuration Code required following changes or updates to any Software or any components of the System or any changes made to the Configuration Code by Others; or
 - d) any failure or changes in performance or functionality of any Software.
- 6. APPROVAL OF DRAWINGS**
- 6.1. Ideaworks may, from time to time, request that the Client approves one or more Drawings.
- 6.2. The Client shall communicate its approval of the Drawings to Ideaworks in writing (such approval not unreasonably to be withheld or delayed and to be delivered in any event within 5 Business Days) and, subject to clause 6.3, the Client's approval of the Drawings constitutes irrevocable confirmation that:
- a) Equipment supplied in conformity with the Drawings will comply with the Brief; and
 - b) Ideaworks may commence manufacture and/or procurement of the Equipment in line with the approved Drawings.
- 6.3. Where the Client's approval is given subject to comments of a minor nature, the Drawings shall be deemed, for the purposes of clause 6.2, to have been modified in line with those comments.
- 6.4. Where the Client's approval is given to Drawings that are conceptual or relate design or performance intent only, such approval shall be deemed to relate to such design intent or performance intent only, with the detailed design and workshop Drawings to be approved subsequently.
- 6.5. Where the Client does not approve Drawings, or such approval is delayed beyond 5 Business Days:



- a) on the Client's request, Ideaworks will re-issue the Drawings incorporating the Client's feedback; and
- b) Ideaworks shall not be required to commence the manufacture and/or procurement of any Equipment under the Contract until all such Drawings have been approved by the Client.

7. APPROVAL OF SAMPLES

- 7.1. Ideaworks may, from time to time in respect of Equipment, request that the Client approves one or more samples of Equipment to be provided under the Contract.
- 7.2. The Client acknowledges that any sample supplied is indicative only of the type of material to be provided and will not necessarily show any variation in colour, finish or performance that may be apparent over a larger surface area or in the final Equipment.
- 7.3. The Client shall communicate its approval of the samples to Ideaworks in writing (such approval not unreasonably to be withheld or delayed) and the Client's approval of the samples constitutes irrevocable confirmation that:
 - a) Equipment manufactured and/or supplied in conformity with the samples (or differing only within normal industrial limits) will comply with the relevant Specification;
 - b) Ideaworks may proceed to select goods and/or materials that conform materially with the samples, exercising reasonable skill and care, but without any liability for any variations in colour, finish or performance; and
 - c) Materials supplied that conform with any approved sample shall be deemed of satisfactory quality and fit for the purpose for which the Client requires them in the environment in which they are to be used.

8. SPECIFICATION OF EQUIPMENT

- 8.1. Ideaworks reserves the right to amend the Equipment Specification if required by any applicable statutory or regulatory requirement, or where a previously-approved material or component is no longer available or is not available on lead times that permit the prompt execution of the Services and/or adherence to the Programme.
- 8.2. Subject to clause 8.3, provided always that:
 - a) the Client gives notice in writing to Ideaworks within 3 Business Days of delivery (or, if not reasonably apparent upon inspection at the point of delivery, before the sooner of 15 Business Days from the point of Installation (where applicable) and 3 Business Days from when the Client discovered, or ought reasonably to have discovered the same) that some or all of the Equipment does not comply with the Specification;
 - b) Ideaworks is given a reasonable opportunity of examining such Equipment;
 - c) the defect or non-compliance does not arise out of any design or specification provided by the Client or any installation, fixing, adjustment, programming, commissioning, alteration or other work by Others; and
 - d) the Client can provide documentary evidence to Ideaworks' reasonable satisfaction of storage of the Equipment at consistent temperatures and humidity in line with Ideaworks' recommendations from the time of delivery to the time of such inspection;

Ideaworks shall, at its sole option, correct or replace the defective Equipment, or refund the price of such defective Equipment in full or in part, adjusting the price of such defective Equipment by a value that (in its sole opinion) reasonably and proportionately reflects any diminution in amenity arising out of such defects.

- 8.3. Ideaworks shall not be liable for any Equipment's failure to comply with the Specification if:
 - a) the Client makes any further use of such Equipment after giving a notice in accordance with clause 8.1;
 - b) the defect arises because the Client failed to follow Ideaworks' oral or written instructions as to the storage, packaging, transport, use or maintenance of the Equipment, or (absent specific instructions) generally-accepted practice regarding the same;
 - c) the Client alters, opens, interferes with, corrects or repairs such Equipment without the written consent of Ideaworks;
 - d) the defect arises as a result of actions by Others, fair wear and tear, wilful damage, negligence, or abnormal working or storage conditions; or

- e) the Equipment differs from the Equipment's Specification as a result of changes reasonably made to ensure that they comply with any applicable statutory or regulatory standards or such changes are reasonably made to prevent the reoccurrence of any defect.

- 8.4. These Conditions shall apply to any corrected or replacement Equipment supplied by Ideaworks.

9. SUPPLY OF EQUIPMENT

- 9.1. Where Ideaworks is appointed to procure Equipment, it is appointed as the Client's agent to do so (and not as Principal). In procuring the supply, delivery and/or installation of Equipment, Ideaworks shall take all commercially reasonable steps to ascertain and ensure that such Equipment is:
 - a) obtained from manufacturers or other suppliers under conditions of sale which contain no unreasonable exclusions or limitations of liability;
 - b) of reasonable quality and fit for its purpose, (such purpose been non-commercial in nature unless otherwise set out in the Quotation);
 - c) delivered to the Site in good order by an agreed delivery date;
 - d) procured in accordance with this clause 9; and
 - e) if faulty, remedied or, if necessary, replaced in accordance with the conditions of sale, provided that the Client notifies Ideaworks within a reasonable period depending on the durability of the Equipment in question.
- 9.2. The Client acknowledges that all Equipment is procured subject to pre-payment in full of the cost of the Equipment and Ideaworks' management charge for the procurement of the same at the date of ordering and that, subject to the provisions of clause 13 below, all Equipment is strictly non-refundable.
- 9.3. The Client acknowledges any delays in the pre-funding of Equipment purchases under clause 9.2 may lead to delays in delivery and affect the Programme for which it agrees Ideaworks shall have no liability.
- 9.4. Where it is able to do so, Ideaworks shall procure that the Client is the first holder of all available guarantees relating to the Equipment or, without prejudice generally to its status as agent in the supply of any Equipment or Consumables, shall assign such guarantees to the Client wherever possible.
- 9.5. The Client agrees that all items of Equipment on the Quotation (other than any Free-Issue Equipment) shall be procured exclusively by Ideaworks. Unless otherwise agreed in writing, should the Client obtain or procure any item on the Quotation (other than Free-Issue Equipment) independently of Ideaworks, the Client agrees to pay Ideaworks a sourcing, selection and specification fee equal to 20% of the net (exc. VAT) price paid by the Client for each item so obtained or procured.

10. DELIVERY OF EQUIPMENT

- 10.1. The Quotation is based on Ideaworks being able to make deliveries in full loads (or in such consignments, part-loads or otherwise as it shall in its ultimate discretion decide) to the nearest hard road adjacent to the Site. Ideaworks shall not be responsible for any unloading vehicles or distribution of the Equipment around the Site, each of which shall be the Client's responsibility.
- 10.2. Any dates quoted for the delivery of the Equipment is approximate only, and the time of delivery is not of the essence.
- 10.3. Ideaworks shall deliver the Equipment at any time after it notifies the Client that the Equipment is ready.
- 10.4. Ideaworks shall ensure that each delivery of the Equipment:
 - a) is accompanied by a delivery note which shows the date of the shipment, the transit method, the delivery contact all relevant Client and Ideaworks reference numbers, the type and quantity of Equipment (including the code numbers of the Equipment, where applicable), special storage instructions (if any); and
 - b) where applicable, states clearly on the delivery note any requirement for the Client to return any packaging material to Ideaworks.

The Client shall make any such packaging materials available for collection at such times as Ideaworks shall reasonably request. Returns of packaging materials shall be at Ideaworks' expense.

- 10.5. Unless Ideaworks notifies the Client on the delivery note in accordance with clause 10.4.b) that the packaging must be returned to Ideaworks, the



- packaging remains the Client's responsibility and Ideaworks shall not be liable for any waste or disposal costs relating to the same.
- 10.6. The Client must report any delivery discrepancies or damage within 3 Business Days of delivery via email to logistics@ideaworks.co.uk, otherwise the delivery note shall be deemed conclusive evidence that everything listed thereon was delivered in satisfactory condition.
- 10.7. If Ideaworks fails to deliver the Equipment at all, its liability shall be limited to the costs and expenses incurred by the Client in obtaining replacement goods of similar description and equivalent quality in the cheapest market available, less the price of the Equipment.
- 10.8. Ideaworks shall not be liable for any delay in delivery of, or failure to deliver, the Equipment or any of it, including but not limited to any delays or failures that are caused by:
- the Client's failure to provide Ideaworks with adequate delivery instructions, adequate notice, attendances as previously agreed between Ideaworks and the Client, or any other instructions that are relevant to the supply of the Equipment; or
 - any other delays outside of Ideaworks' reasonable control (including but not limited to any industrial action, customs, border or other checks or interruptions in service).
- 10.9. If the Client fails to accept delivery of the Equipment within 3 Business Days of Ideaworks notifying the Client that the Equipment is ready, then except where such failure or delay is caused by Ideaworks' failure to comply with its own obligations under the Contract in respect of the Equipment:
- delivery of the Equipment shall be deemed of have been completed at 09:00am on the third Business Day following the day on which Ideaworks notified the Client that the Equipment was ready;
 - Ideaworks shall store the goods until delivery takes place, and charge the Client for all related costs and expenses (including insurance) at a rate of not less than £200 per m² per month plus VAT; and
 - Ideaworks may, having given reasonable notice to the Client, sell the Equipment at the best price readily obtainable and (after deducting all accrued storage costs and the reasonable costs of sale), account to the Client for the excess over the price under the Contract or charge the Client for any shortfall below the price under the Contract.
- 10.10. The Client agrees to indemnify Ideaworks for any additional delivery-related costs, including but not limited to waiting time, specialist delivery requirements and any aborted delivery attempts.
- 11. INSTALLATION OF EQUIPMENT**
- 11.1. Where the Client instructs Ideaworks to install, program, commission and/or finish Equipment ('**Works**'), the Client shall, without additional charge and in accordance with all relevant statutory provisions (where applicable):
- allow Ideaworks and any of its suppliers and/or sub-contractors to take possession of those parts of the Site where Works are to be carried out;
 - afford free, unhindered and uninterrupted access to any areas required and, if such areas are locked, be provided with the necessary access credentials or keys;
 - afford reasonable secure and weatherproof space to store materials and tools as necessary;
 - provide or procure the provision of stable and consistent power supply with active and stable heating and/or cooling as appropriate, in all areas containing or destined to contain Equipment;
 - ensure that all areas containing or destined to contain Equipment are weathertight and not exposed to temperature, light, moisture and/or humidity levels outside of local domestic norms;
 - provide Ideaworks with exclusive access to any working platforms reasonably required for the carrying out of the Works;
 - provide unloading, hoisting and distribution of goods and materials as required for the Works;
 - provide access to toilet, washing and welfare facilities;
 - provide heating, water and electricity at each working level adjacent to the Works;
 - provide accurate datum points and gridlines suitable for the setting out of the Works at each level adjacent to the Works; and
 - shall permit Ideaworks to carry out Works on Business Days, during Working Hours.
- 11.2. Ideaworks shall ensure that any Works are executed using skilled tradespeople appropriate to each task, but shall do so in a sequence and with a method and using such number of operatives and resources as it (in its ultimate discretion) considers most suitable for the profitable carrying out of the Works.
- 11.3. Where the Client is in occupation of the Property or Vessel, Ideaworks shall ensure that the same is left in a reasonably clean and tidy condition each day, clearing away all rubbish arising, and Ideaworks shall warn the Client of any dangers arising from the Works.
- 12. FREE ISSUE MATERIALS/EQUIPMENT**
- 12.1. Where any materials and/or Equipment are being provided to Ideaworks by the Client ('**Free-Issue Materials**'), the Client shall be responsible for ensuring that:
- the Free-Issue Materials are in good, safe and serviceable condition and meet any specification or description set out in the Drawings;
 - the Free-Issue Materials have been validated by suitably-qualified third parties (or reconditioned by their original equipment manufacturers), or validated at the Client's cost by Ideaworks;
 - the Free-Issue Materials are made available to Ideaworks at the Site in good time to allow it to carry out its obligations under the Contract; and
 - there are sufficient Free-Issue Materials to carry out the Works.
- 12.2. Ideaworks accepts no liability for any loss or damage:
- occasioned by any failure of the Client to carry out its obligations under clause 12.1; or
 - arising out of or in connection with the delay, condition, failure or performance of any Free-Issue Materials.
- 13. CONFIGURATION CODE, SOFTWARE & THIRD-PARTY DATA & CONTENT SERVICES**
- 13.1. Ideaworks shall have no liability for, and makes no warranty about, the availability or performance of any Software or Third-Party Data & Content Services.
- 13.2. The Client accepts responsibility for the selection of, registration with, ongoing subscription to, and compliance with the terms and conditions of any Third-Party Data & Content Services and shall indemnify and hold Ideaworks harmless against any loss or damage arising out of the Client or the Ultimate End-Client's breach of such terms and conditions.
- 13.3. Ideaworks accepts no liability for any interruptions in or changes to any Third-Party Data & Content Services or any Software, and the Client shall be liable for the cost of any changes required to any Configuration Code arising out of changes in any Equipment, Third-Party Data & Content Services or Software during the life of the System.
- 14. RESIDENTIAL PROJECTS IN FRANCE**
- 14.1. Ideaworks carries decennial insurance for residential Projects in mainland France and the French Overseas Territories where the combined construction cost is up to €15 million and the value of the Contract is not more than €3 million.
- 14.2. The Client shall indemnify Ideaworks against all additional costs required to increase the level of decennial insurance cover for any Project of a greater construction value, or any additional costs arising out of any *Contrat Collective de Responsabilité* ('**CCRD**'), together with the reasonable costs of arranging and evidencing the same, as a condition precedent of any Contract for such a Project.
- 14.3. Where Ideaworks is required to adjust its decennial insurance cover during the Project as a result of (a) changes in the assumed Project value; or (b) the introduction or amendment of any CCRD or *seuil* in respect of a CCRD, the Client agrees to cover all of the costs of the same.
- 15. MARINE PROJECTS**
- 15.1. Where the Project is a Marine Project, the balance of these Conditions shall be deemed modified (if applicable) by the terms of this clause 15, which shall

- take precedence over any contradictory term set out elsewhere in these Conditions.
- 15.2. For the purposes of this clause 15 only, 'Logistics Costs' means the cost of transport, travel (including labour costs for all travel time), accommodation, secondment, subsistence, logistics, storage, insurance and/or freight. Unless otherwise set out in the Quotation, any allowances for Logistics Costs shall be deemed undefined provisional sums and the Client agrees to pay the actual Logistics Costs incurred, plus OH&P at the rate of 7% on the reasonably-demonstrated cost of the same.
- 15.3. The Services shall also be deemed to include, and Ideaworks shall not be entitled to any additional sums not set out in the Quotation for:
- the incorporation of the requirements of the Classification Society notified to Ideaworks after the date of the Quotation;
 - ensuring that the System shall be designed and constructed to allow for reasonably-foreseeable future modifications and upgrades;
 - providing all reasonable and necessary advice and assistance to the Shipyard when requested to do so by or on behalf of the Client or Ultimate End-Client (as applicable);
 - ensuring that the System is suitable for use worldwide, in all reasonably-anticipated climatic, atmospheric or geographical conditions within the limits of the manufacturers' specifications;
 - providing the Shipyard with a copy of all cable diagrams and cable lists and any Drawings it reasonably requests in respect of the System;
 - sufficient installation materials (including but not limited to connectors, plugs, cable terminations, mounting screws and small brackets) have been supplied and properly utilised; and
 - Ideaworks has made itself reasonably available to train the Vessel's crew in relation to the use, troubleshooting and basic maintenance of the System.
- 15.4. The Client shall ensure that all decisions which may result in an impact on previously-engineered infrastructure, ship-run cabling or mechanical integration onboard have been made or confirmed by or on behalf of the Client before the Design Freeze Date.
- 15.5. The Client shall provide at least 3 months' notice of any delay to the Programme likely to last longer than one month.
- 15.6. The Client and Ideaworks agree to negotiate in good faith the provisions and procedures any required factory acceptance test ('FAT'), harbour acceptance test ('HAT') and/or sea acceptance test ('SAT').
- 15.7. Ideaworks shall grant representatives of the Classification Society free access to the System and the Contractor's premises upon reasonable notice to enable them to inspect the System.
- 15.8. The Client shall only be entitled to decline acceptance of the System if:
- the use and enjoyment of the Vessel is materially compromised as a result of defects in the System; or
 - the works outstanding at the point of acceptance, as documented in writing by or on behalf of the Client, if any, are collectively worth more than €100,000 based on the rates and measures set out in the Quotation.
- 15.9. Once any Equipment has been delivered to the relevant storage consolidation point in the Shipyard for the first time, it remains at Ideaworks' risk until the sooner of (a) the Shipyard handling it, or (b) it being collected from that consolidation point for delivery to the Vessel, whereupon the risk transfers to the Client exclusively. If the same subsequently becomes damaged, broken or stolen, the Contractor shall not be responsible for the cost of its repair or replacement (or any consequential or indirect costs or losses), save to the extent that the same was reasonably the fault of Ideaworks.
- 15.10. Ideaworks shall maintain public liability insurance, including insurance against any damage to the Vessel or the Client's property caused by Ideaworks, throughout the period of the performance of its duties hereunder in an amount not less than €2,000,000, (two million euros) and shall provide evidence of such insurance and a copy of the insurance policy and coverage amounts upon entering into the Contract to the Client and at any other time on reasonable notice. Ideaworks shall maintain such insurance for at least 1 (one) year after the acceptance of the System by the Client.
- 15.11. The Warranty set out at clause 5 shall be deemed amended as follows:
- the Client agrees to grant Ideaworks reasonable access to the Vessel upon reasonable notice for inspection and remediation of any alleged defect forming a warranty claim;
 - Ideaworks shall be afforded a fair and reasonable period of time to remedy any defect, which shall take into account the location of the Vessel in relation to London, United Kingdom on the assumption that all resources required for the remedying of the warranty claim shall be travelling from London;
 - if any Works are carried out under the Warranty, the warranty period for any such Works or Equipment supplied shall not extend beyond the original warranty period; and
 - the Client shall pay all Logistics Costs incurred in dealing with any alleged warranty claim (including any Logistics Costs incurred by Ideaworks inspecting any alleged defect which is not, in fact, covered under the Warranty and/or any Logistics Costs incurred where the Client is in breach of clause a)).

16. CLIENT REPRESENTATIVES

- 16.1. The Client or Ultimate End-Client may appoint a representative (a 'Client Representative') in connection with the Project to provide information, approve Drawings and Samples and request Changes.
- 16.2. Unless Ideaworks has been notified in writing by the Client that the Client Representative's appointment has been terminated, Ideaworks may accept and rely without enquiry upon any instruction or acceptance of a Variation which appears on its face to be signed by or on behalf of the Client or the Client Representative. Ideaworks shall not be responsible for ascertaining whether any instruction of the Client Representative has been properly executed or validly authorised by the Client or, where applicable, the Ultimate End-Client.
- 16.3. Where Ideaworks is required to provide any information to, or to communicate with, the Client in accordance with the terms of this Contract, provision of such information to, or communication with, the Client Representative shall satisfy such obligations.
- 16.4. No termination of the Client Representative's appointment shall invalidate any instruction given by the Client Representative prior to Ideaworks receiving written confirmation of such termination.
- 16.5. If the Client replaces the Client Representative, neither the Client or any replacement Client Representative may disregard or overrule any certificate, opinion, decision, consent, approval or instruction given or expressed by any prior Client Representative (or the Client themselves), save to the extent that the prior Client Representative or Client would then have had the power to do so.

17. CANCELLATION

- 17.1. In the event that the Client instructs cancellation of any orders for off-the-shelf Equipment before it is delivered, the Client shall reimburse Ideaworks for all costs arising out of or in connection with the cancellation and the Client acknowledges that it may not be possible to cancel orders with Ideaworks' suppliers.
- 17.2. The Client acknowledges that for any items of Equipment that are tailored, bespoke or otherwise made to order, in the event of cancellation of the order after the commencement of manufacture, the Client shall be required to pay 100% of the cost of such Equipment.
- 17.3. Subject to clause 21.11, Ideaworks agrees to undertake commercially reasonable efforts to secure cancellation of its upstream orders and, subject to any costs, expenses and cancellation charges, to reimburse the Client within a reasonable period for any refunds it receives from its suppliers, less a 20% administration fee.

18. CHANGE CONTROL

- 18.1. If either party wishes to make a change to the scope of the Services, the Contract, any Assumption or any Specifications (a 'Change'), Ideaworks shall provide a written estimate to the Client of:
- the likely impact upon the Programme;
 - the likely impact upon the Budget;
 - any variations to the Quotation Fees; and

- d) any other reasonably apparent and relevant impact that the change may cause (a 'Change Estimate').
- 18.2. A Change Estimate remains open for acceptance by the Client for a period of 10 Business Days, at which time it shall expire automatically.
- 18.3. Should the Client wish to proceed with the change as set out in the Change Estimate before its expiry, it shall notify Ideaworks in writing and, only once the Change has been paid for in full upfront, the Contract shall be deemed amended accordingly. Ideaworks shall not be required to apply for payment under any interim payment process in respect of any Change.
- 19. AFTERCARE SERVICES**
- 19.1. To the extent that the Order constitutes an offer by the Client or the Ultimate End-Client to purchase Aftercare Services, the provision of those Aftercare Services shall be deemed to be carried out under a stand-alone Contract for each Property or Vessel in accordance with these Conditions, as modified (if applicable) by the terms of this clause 19, which shall take precedence over any contradictory term set out elsewhere in these Conditions.
- 19.2. Ideaworks shall carry out the Aftercare Services in accordance with the Quotation in all material respects. Ideaworks warrants that it will exercise reasonable care and skill in:
- carrying out the Aftercare Services; and
 - selecting the Equipment, Consumables, goods and materials for use in the Aftercare Services.
- 19.3. Ideaworks shall use all reasonable endeavours to meet any performance dates and/or SLA response times specified in the Quotation, but any such dates and/or response times shall be estimates only and time shall not be of the essence for the carrying out of any Aftercare Services.
- 19.4. Ideaworks reserves the right to amend the Aftercare Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature, quality or performance of the System.
- 19.5. The Client shall:
- provide Ideaworks, its employees, agents, consultants and sub-contractors with reasonable access to the Property or Vessel and other relevant facilities (including power, lighting, lifts and/or hoisting facilities and welfare facilities) as required to carry out the Aftercare Services;
 - advise Ideaworks of any relevant restrictions, rules and/or regulations governing access to or conduct at the Property or Vessel;
 - keep all materials, Equipment, Consumables, goods and other property of Ideaworks' (the 'Ideaworks Materials') at the Client's premises in safe custody at its own risk; maintain the Ideaworks Materials in good condition until returned to Ideaworks; and not dispose of or use the Ideaworks Materials other than in accordance with Ideaworks' written instructions or authorisation; and
 - comply with any additional obligations as set out in the Quotation.
- 19.6. Ideaworks shall be entitled to Additional Fees, without limitation, in the following circumstances:
- Ideaworks is required to carry out emergency repairs, or to take steps to shut off any water, electricity, gas or other system that is unsafe;
 - the nature or location of the Property or Vessel requires that substantial parts of the Aftercare Services cannot be carried out or completed, or must be carried out over more than one visit;
 - the carrying out of the Aftercare Services is otherwise impeded, delayed, disrupted or prolonged.
- 19.7. Where the Client agrees to pay Fees by credit or debit card, the Client consents to Ideaworks processing their card details in a PCI-compliant fashion; storing a tokenised version of those card details; blocking funds on the card to cover the reasonable anticipated cost of any Additional Fees; and charging the card for any Additional Fees without any further consent of the Client.
- 19.8. Subject to clause 25.11, the 'cap' set out in clause 25.5 shall, in respect of any liability arising out of or in connection with Aftercare Services, be defined as the pro-rata Aftercare Services fees levied in the 3 months prior to any event giving rise to a claim.
- 19.9. Unless the Client notifies Ideaworks that it intends to make a claim in respect of an event within 28 days of the date on which they became, or ought reasonably to have become, aware of having grounds to make a claim in respect of the event, Ideaworks shall have no liability arising out of or in connection with that event.
- 19.10. Unless otherwise terminated in accordance with clause 28, the Contract for Aftercare Services shall automatically continue on a rolling monthly basis, and the Client agrees to pay from each anniversary of the Commencement Date the Quotation Fee increased by CPIH + 2% on the prior year's (where applicable, so increased) Quotation Fees.
- 19.11. Where the Client has agreed to pay Fees by direct debit, or by credit or debit card, the Client agrees that the adjusted renewal Quotation Fees may be charged to the Client's linked payment method without any further consent of the Client.
- 20. TITLE & RISK**
- 20.1. Equipment shall remain at Ideaworks' risk until delivery (or deemed delivery) to the Client at the Site is complete (to the point of making the Equipment available for unloading), after which point Ideaworks shall have no further risk nor any further responsibility to protect any of the Equipment and/or the Works.
- 20.2. Title to the Equipment shall not pass to the Client until the later of Ideaworks receiving payment in full for all Equipment and/or Services that Ideaworks has supplied to the Client in respect of which payment has become due, in which case title shall pass at the time of payment of all such sums, and the delivery to Ideaworks of the Equipment.
- 20.3. Until title to the Equipment has passed to the Client, the Client shall:
- ensure that they remain readily identifiable as Ideaworks' property;
 - not remove, deface or obscure any identifying mark or packaging on or relating to the Equipment;
 - maintain all items of Equipment in satisfactory condition and keep them insured against all risks for their full price on Ideaworks' behalf from the date of delivery;
 - notify Ideaworks immediately if it becomes subject to any of the events listed in clause 28.2.a) to 28.2.d); and
 - give Ideaworks such information as Ideaworks may reasonably require from time to time relating to:
 - the Equipment; and
 - the ongoing financial position of the Client, and
 - permit Ideaworks, or its authorised representatives, to enter upon the Site to remove the same.
- 20.4. In the event that the Property, the Vessel or the Works or any part of them is disposed of in such a manner as to give a third party title over any Equipment or the Works (as applicable), Ideaworks' rights under these Conditions shall attach to the proceeds of such disposal and the Client shall hold the same on trust for Ideaworks until paid in full.
- 21. PAYMENT**
- 21.1. The Client shall pay Ideaworks:
- the Quotation Fees as full remuneration for the Equipment and Services described therein (as modified by any Change); and
 - the Additional Fees as full remuneration for any Additional Services.
- 21.2. Unless Additional Fees arise out of Ideaworks' breach of the Contract, Ideaworks shall be entitled to Additional Fees, without limitation, in the following circumstances:
- if Ideaworks is required to vary any item of design work commenced or completed pursuant to the Contract or to provide a new design after the Client has approved any relevant Drawings and/or Samples or otherwise authorised Ideaworks to develop an existing design;
 - Ideaworks is delayed in the carrying out of the Works by factors outside of its control, including any impediment caused by the Client, by Others, by the site conditions at the Site or by any adverse weather and/or any Force Majeure Event;
 - Ideaworks is required to provide any part of the Services outside of Working Hours (which, for the avoidance of any doubt, shall be at

- Ideaworks' entire discretion), in which case Ideaworks shall be entitled to charge an overtime rate of 50% of the daily fee rate on a pro-rata basis for each part day or for any such time worked;
- d) information provided by the Client or Others contains material flaws, defects, inconsistencies or inaccuracies;
 - e) Ideaworks is required by the Client to carry out the Works in any particular manner, sequence, or conditions not specifically or clearly identified in any Quotation;
 - f) the nature of the Project or the Site requires that substantial parts of the Works cannot be completed or must be specified provisionally or approximately before construction commences;
 - g) Ideaworks incurs additional cost as a result of any change in government or local authority policy that comes into effect after the Commencement Date; or
 - h) the carrying-out of the Works is otherwise delayed, disrupted or prolonged.
- 21.3. Time charges shall be calculated in accordance with Ideaworks' fees and rates as set out in the Quotation (or, if not set out in the Quotation, Ideaworks' prevailing fees and rates from time to time);
- 21.4. Ideaworks shall be entitled to charge overheads and profit at the rate of 20% on all Equipment, Consumables, goods, materials and all services provided by third parties and reasonably required by Ideaworks for the carrying out of any Additional Works.
- 21.5. Ideaworks reserves the right to:
- a) increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the CPIH and the first such increase shall take effect on the first anniversary of the Commencement Date;
 - b) increase the price of the Equipment by giving notice to the Client at any time before the later of their delivery and Installation, to reflect any increase in the cost to Ideaworks that is due to:
 - i) any errors and/or omissions in a Quotation;
 - ii) the Client accepting some, but not all, of any Quotation;
 - iii) any Change;
 - iv) any factor beyond the control of Ideaworks (including supply chain shortages, component shortages, foreign exchange fluctuations, increases in software or licence costs, increases in taxes and duties, and increases in labour, materials, manufacturing and other supply or supplier costs);
 - v) any changes in the market price, foreign exchange rates, taxation, duties and/or levies applicable;
 - vi) any request by the Client to change the delivery date(s), quantities or types of Equipment ordered, or the relevant Specification; and/or
 - vii) any delay caused by instructions of the Client in respect of the Equipment, late payment, or failure of the Client to give Ideaworks adequate or accurate information or instructions in respect of the same.
- 21.6. Ideaworks shall be entitled to charge the Client for any expenses reasonably incurred by the individuals that Ideaworks engages in connection with the Additional Services, including any additional delivery-related costs, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Ideaworks for the performance of the Additional Services, and for the cost of any materials.
- 21.7. Where a Quotation contains a specific provision for expenses (including but not limited to travelling expenses, hotel costs, subsistence and any associated expenses), the Client shall be responsible for any such expenses (plus an administration charge of 7.5% on the same) actually and reasonably incurred in excess of that provision unless the same is clearly set out therein.
- 21.8. Save that no delay in issuing an invoice in accordance with this clause shall constitute a waiver of Ideaworks' entitlement for remuneration contained therein, Ideaworks shall, in respect of Additional Services, unless otherwise agreed with the Client, invoice the Client monthly in arrears.
- 21.9. Unless otherwise set out in the Quotation, the Client shall pay each invoice submitted by Ideaworks:
- a) within fourteen (14) days of the date of the earlier of an invoice or application for payment or, if different, in accordance with any credit terms or payment milestones set out in a Quotation or invoice or notified to the Client by Ideaworks from time to time; and
 - b) in full and in cleared funds to a bank account nominated in writing by Ideaworks, and
- time for payment shall be of the essence of the Contract.
- 21.10. Unless otherwise set out in the Quotation, a deposit of 50% of the Quotation Fees is payable upon Ideaworks' acceptance of the Order (the 'Deposit'), with the balance to be paid as set out in the Quotation. Where a lead time for delivery has been agreed, such lead time shall commence upon receipt of the Deposit in full.
- 21.11. Without prejudice to the provisions of clause 13, in the event that the Client terminates the Contract, for whatever reason, before completion of the Works, Ideaworks shall not be obliged to return any of the Deposit.
- 21.12. Unless specifically shown otherwise, all amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ('VAT'). Where any taxable supply for VAT purposes is made under the Contract by Ideaworks to the Client, the Client shall, on receipt of a valid VAT invoice from Ideaworks, pay to Ideaworks such additional amounts in respect of VAT as are chargeable on the supply of the Equipment and/or Services at the same time as payment is due for the supply of that Equipment and/or those Services.
- 21.13. If the Client fails to make a payment due to Ideaworks under the Contract by the due date, then, without limiting Ideaworks' remedies under clause 26, the Client shall:
- a) forfeit any discount on the invoice;
 - b) have its credit facility cancelled, whereupon the balance of the Contract shall be payable on a cash account basis against pro-forma invoices prior to the supply of any Services and the manufacture and/or delivery of any Equipment;
 - c) reimburse Ideaworks for all costs and expenses (including legal expenses on the full indemnity basis) incurred in chasing and/or securing payment of any overdue amount; and
 - d) pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 21.13 will accrue each day at 2% per month above the Bank of England's base rate prevailing on the due date, but at 2% per month for any period when that base rate is below 0%.
- 21.14. All amounts due from the Client to Ideaworks under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 21.15. Without prejudice to any other rights or remedies Ideaworks may have, Ideaworks may set off any amounts and deduct the same from any amount or amounts that may at any time be due or become due to the Client from Ideaworks under this or any other contract or recover the same from the Client as a debt.
- 21.16. Where under the Contract the Client is entitled to withhold any amounts as retentions, the Client agrees, at Ideaworks' sole option and cost, to pay such retentions as and when they accrue into a third-party managed Retentions Trust Account for release to Ideaworks in accordance with the terms of the Contract (or, if none are specified, 50% upon Practical Completion of the Works and 50% 6 calendar months later).
- ## 22. INTELLECTUAL PROPERTY RIGHTS
- 22.1. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Client Materials), including in any Improvements, shall be owned by Ideaworks.
- 22.2. The Client grants Ideaworks a fully paid-up, worldwide, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Client to Ideaworks (including but not limited to Client Materials), and/or any other relevant Intellectual Property Rights, for the term of the Contract for the purpose of providing the Services to the Client.
- ## 23. CONFIDENTIALITY
- 23.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients



- or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 23.3.
- 23.2. The Client further specifically undertakes that it shall not at any time disclose to any person any technical or commercial know-how, specifications, inventions, processes or initiatives which belong to Ideaworks, are of a confidential nature, and have been disclosed to the Client during the course of the Project.
- 23.3. Each party may disclose the other party's confidential information:
- a) to its employees, officers, representatives, contractors or sub-contractors or advisors who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, suppliers, sub-contractors, representatives or advisors to whom it discloses the other party's confidential information comply with this clause 23;
 - b) in order to seek and receive credit referencing reports on the other; and
 - c) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 23.4. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 24. PHOTOGRAPHY & PUBLICITY**
- 24.1. Subject to the provisions of clause 23 above (Confidentiality), Ideaworks shall have the right, unless otherwise set out within the Quotation, to take and publish photographs of the Project, and the Client shall give (and shall procure that the Ultimate End-Client shall permit) Ideaworks reasonable access to the Project for this purpose for up to 2 months after Practical Completion of the Project.
- 24.2. Subject also to the provisions of clause 23 above (Confidentiality), Ideaworks shall have the right (and the Client shall procure that the Ultimate End-Client shall allow it), unless otherwise set out within the Order, to discuss and promote the design philosophy, provide a generic outline of the challenges and opportunities contained within the Project (as relating to the Services), and explain and showcase specific details of the Services.
- 24.3. Ideaworks shall obtain the Client's consent, which consent shall not unreasonably be withheld, before publication of any other information about the Project, unless reasonably necessary for the performance of the Services.
- 25. LIMITATION OF LIABILITY**
- THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**
- 25.1. Ideaworks has obtained professional indemnity insurance cover in respect of its own legal liability not exceeding £10 million in the aggregate during any year. The limits and exclusions in this clause reflect the insurance cover that Ideaworks has been able to arrange, and the Client is responsible for making its own arrangements for the insurance of any excess loss.
- 25.2. Ideaworks does not warrant:
- a) that planning permission, heritage approval or any other approvals from third parties will be granted at all or, if granted, will be granted in accordance with any anticipated timescale;
 - b) compliance with the Budget or the Programme, which may need to be reviewed, without limitation, for:
 - i) approved Changes arising from design development or requested by the Client;
 - ii) delays caused by Others; and/or
 - iii) any other factors beyond Ideaworks' control, and/or
 - c) the competence, performance, work, services, products or solvency of Others.
- 25.3. The Client acknowledges (and shall procure that the Ultimate End-Client, in turn, acknowledges) that:
- a) where the Client or Ultimate End-Client provides the designs and/or Specifications to which Ideaworks must work, such designs and/or Specifications may not be suitable for the purpose(s) intended;
 - b) the Programme is provided for general indicative information only, based on delivery during Working Hours, on Business Days, and no failure to deliver any Equipment and/or Services in accordance with the Programme shall constitute a breach of the Contract or entitle the Client to any loss or damage;
 - c) the Client shall not be entitled to reject any Equipment by reason of variations in dimension, colour, finish or any other factor not material to the performance of the Equipment;
 - d) audio-visual equipment must always be mounted professionally in a rack suitable for the purpose, with a stable and consistent power supply, situated in a mechanically well-ventilated area to ensure longevity and reliability;
 - e) Ideaworks does not accept any liability for the change in appearance or damage to any materials arising out of contact with water, oily, coloured, chlorinated, salty and/or acidic liquids;
 - f) HVAC systems must be capable of meeting the Client's required performance and functionality requirements independently of the System and Ideaworks' liability in respect of any HVAC systems shall be limited only to ensuring that the System sends any relevant commands to the HVAC controllers;
 - g) shiny finishes (including but not limited to metallic ones) may dull and tarnish over time. Similarly, matte finishes may become shiny through wear, grease or usage. This does not affect their performance and shall not be considered a defect;
 - h) it is not possible to guarantee matching of the finish of any Equipment with the approved samples (including but not limited to differences in the colour or grain or the existence of knots, fossils or occlusions in any natural materials);
 - i) protective coverings may result in changes in the colour, finish or appearance of fabrics, materials, plaster and natural products;
- and that Ideaworks accepts no liability and offers no such guarantees in relation to the foregoing.
- 25.4. Subject to clause 25.11 and without prejudice to the provisions of clause 25.6, Ideaworks' total liability to the Client in respect of all breaches of duty occurring within any contract year shall not exceed the cap.
- 25.5. In clause 25.4:
- a) '**cap**' means, subject always to the provisions of clause 25.6, the lesser of the amount of Ideaworks' professional indemnity insurance and 20% of the total charges in the contract year in which the breach(es) occurred;
 - b) '**contract year**' means a 12-month period commencing with the Commencement Date or any anniversary of it; and
 - c) '**total charges**' means all sums paid by the Client and all sums payable under Contracts in respect of Equipment and/or Services provided to the Client in respect of the Project, to the extent that the same have been invoiced to, and paid by, the Client.
- 25.6. In any event, Ideaworks' liability shall not exceed such sum as it is just and equitable to pay having regard to the extent of its responsibility for the loss and/or damage in question, on the assumptions that all relevant Others have provided undertakings on terms no less onerous to Ideaworks' in the Contract; there are no exclusions or limitations of liability nor joint insurance or co-insurance provisions between the Client and the Others; and that all the Others have paid to the Client such sums as it would be just and equitable for them to pay having regard to the extent of their responsibility for that loss and/or damage, and the cap shall be deemed reduced accordingly.
- 25.7. The following types of loss are wholly excluded: (a) indirect or consequential loss; (b) loss of profits; (c) loss of sales or business; (d) loss of agreements or contracts; (e) loss of anticipated savings; (f) shipping and/or carriage costs; (g) loss of or damage to goodwill; (h) loss of use; (i) loss or corruption of data or information; and/or (j) any special, indirect, punitive and/or purely economic loss, costs, damages, charges and/or expenses.
- 25.8. Ideaworks has given commitments as to the compliance of the Equipment and Services with relevant Specifications in clause 3 and clause 6. In view of these commitments, any terms relating to quality and/or fitness for purpose implied by law are, to the fullest extent permitted by law, excluded from the Contract.

- 25.9. The restrictions on liability in this clause 25 apply to every liability arising under or in connection with the Contract or the use of the System, including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 25.10. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 25.11. Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- death or personal injury caused by negligence;
 - fraud or fraudulent misrepresentation;
 - breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
 - defective products under the Consumer Protection Act 1987.
- 25.12. This clause 25 shall survive termination of the Contract.

26. SUSPENSION

- 26.1. Ideaworks may suspend the supply of Services or all further deliveries of Equipment under the Contract or any other contract between the Client and Ideaworks, without notice, if:
- the Client fails to pay any amount due under the Contract or any other contract between the Client and Ideaworks on its due date for payment;
 - the Client exceeds its credit limit or notifies Ideaworks that it intends to withhold payment, or has withheld payment of any part of Ideaworks' account;
 - the Client breaches any of the terms of the Contract or any other contract with Ideaworks in such a manner so as reasonably to justify the opinion that it no longer has the intention or ability to give effect to the terms of such contract;
 - Ideaworks' performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Client, or failure by the Client to perform any relevant obligation under clause 4;
 - Ideaworks is otherwise prevented from or impeded in performing any of its obligations under the Contract for reasons beyond its reasonable control;
 - the Client or the Ultimate End-Client becomes subject to any of the events listed in clauses 28.2 or 28.3, or Ideaworks reasonably believes that the Client or the Ultimate End-Client is about to become subject to any of them;
 - the Client or Ultimate End-Client becomes designated, sanctioned or the subject of restrictions under any Sanctions Legislation;
 - the value of Equipment delivered, or Services provided, but not paid for, would exceed the Client's credit limit with Ideaworks; and/or
 - any Force Majeure Event.
- 26.2. In the event of suspension under this clause 26, Ideaworks shall upon written notice cease performance of the suspended Services and/or other obligations in an orderly and economical manner on the expiry of the notice period after receipt or giving of a notice of suspension.
- 26.3. Subject to the provisions of clause 26.4, if the reason for a notice of suspension arises from a default which is remedied, Ideaworks shall resume performance of the Services and/or other obligations within a commercially reasonable period from payment in full by the Client all of the costs set out at clause 26.5.
- 26.4. Any period of suspension arising under clause 26.1 shall be added to the latest Programme for the completion of the relevant Services and/or other obligations.
- 26.5. The Client agrees to pay any and all expenses, costs and disbursements incurred by Ideaworks as a result of a suspension and any associated demobilisation and/or remobilisation under this clause 26. Ideaworks shall not be liable to the Client for any loss or damage arising out of a suspension under this clause 26.

27. ACCELERATION

- 27.1. In the event that any of the conditions set out at clauses 26.1.a) to 26.1.h) is satisfied, the balance of all amounts to be paid by the Client under the Contract shall become immediately due and payable, whether or not any Services have been delivered and/or any Equipment remains to be delivered.

28. TERMINATION

- 28.1. Without affecting any other right or remedy available to it, either party may terminate the Contract for any reason prior to delivery of the relevant Equipment and/or Services by giving the other party not less than 20 Business Days' written notice.
- 28.2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving notice to the other party if:
- the Client, being an individual, is the subject of a bankruptcy petition, application or order;
 - the other party takes any step or action in connection with its entering administration, provisional liquidation, or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purposes of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in any relevant jurisdiction;
 - the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 28.3. Without affecting any right or remedy available to it, Ideaworks may terminate the Contract with immediate effect by giving written notice to the Client if:
- the Client fails to pay any amount due under the Contract or any other contract between the Client and Ideaworks on the due date for payment;
 - there is a change of Control of the Client;
 - the Ultimate End-Client of the Project changes;
 - the Client or Ultimate End-Client becomes designated under any Sanctions Legislation; or
 - the Contract is a contract for Aftercare Services and the initial period of cover has come to an end.

29. CONSEQUENCES OF TERMINATION

- 29.1. On termination of the Contract:
- the Client shall immediately pay to Ideaworks all of Ideaworks' outstanding unpaid invoices and interest and, in respect of Services commenced, Equipment and/or materials ordered or in the process of manufacture but for which no invoice has been submitted (for which Ideaworks shall submit an invoice which shall be payable by the Client immediately on receipt); and
 - the Client shall return any Equipment which has not been fully paid for. If the Client fails to do so, then Ideaworks may enter the Site to 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 the Contract.
- 29.2. Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 29.3. The Client agrees to pay any and all expenses, costs and disbursements incurred by Ideaworks as a result of the termination and any associated demobilisation costs, legal and other professional fees. Ideaworks shall not be liable to the Client for any loss or damage arising out of termination of the Contract.
- 29.4. Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.



30. FORCE MAJEURE

- 30.1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control (a 'Force Majeure Event'), whether or not such circumstances are foreseeable. In such circumstances, the party affected shall be entitled to a reasonable extension of the time for performing such obligations.
- 30.2. If the period of delay or non-performance continues for 6 weeks, the party not affected may terminate the Contract by giving 2 weeks' written notice to the affected party.

31. ASSIGNMENT

- 31.1. Ideaworks may at any time assign, mortgage, charge, sub-contract, delegate, declare a trust over or deal with in any other manner any or all of its rights and obligations under the Contract.
- 31.2. Ideaworks may sub-contract services under this appointment as it sees fit, including but not limited to any member of the Ideaworks Group, provided always that it shall be responsible for any services it sub-contracts to a third party as if it had performed such services itself.
- 31.3. Subject to clause 31.4, the Client shall not assign, transfer, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Ideaworks.
- 31.4. The Client may assign the benefit of this appointment:
- On two occasions to any person with an interest in the Project; and
 - Without counting as an assignment under clause 31.4a), by way of security to any Funder, including any reassignment on redemption of security.

32. NOTICES

- 32.1. Any notice or communication given to a party under or in connection with the Contract shall be in writing and shall be:
- delivered by recorded delivery to the other party's registered office or principal place of business; or
 - sent by email to an address specified by that party from time to time for such purpose.
- 32.2. Any notice or communication shall be deemed to have been received:
- if sent by recorded delivery, at the time shown on the proof of delivery; and
 - if sent by email, at 09:00 on the next Business Day after the time of successful transmission.

33. SEVERANCE

- 33.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

34. WAIVER

- 34.1. No failure or delay by a party to exercise 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 the 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.

35. NO PARTNERSHIP OR AGENCY

- 35.1. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

36. ENTIRE AGREEMENT

- 36.1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 36.2. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.
- 36.3. Nothing in this clause shall limit or exclude any liability for fraud.

37. THIRD PARTY RIGHTS

- 37.1. Unless it explicitly states otherwise, the Contract does not give rise to any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 37.2. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

38. VARIATION

- 38.1. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

39. DISPUTES

- 39.1. Notwithstanding any other provision of these Conditions, and whether or not the Client or Ultimate End-Client is a residential occupier, where the Project is a non-Marine Project taking place in the United Kingdom, either party may at any time refer a dispute arising under the Contract to adjudication at any time under Part I of the Scheme for Construction Contracts (England and Wales) Regulations 1998, which Part shall take effect as if it was incorporated into this clause.
- 39.2. If any dispute arises in connection with these Conditions, or their performance, validity or enforcement (a 'Dispute'), the parties will attempt to settle it in accordance with the following protocol:
- Either party shall give the other a written notice of the Dispute, setting out its nature and full particulars (a 'Dispute Notice'), together with relevant supporting documents; and
 - The parties will attempt, in good faith, to resolve the Dispute promptly through negotiation between representatives of the respective parties who have authority to settle.
- 39.3. If those representatives are, for any reason, unable to resolve the Dispute as a result of negotiation within 30 days, the dispute shall be referred to mediation in accordance with the London Chamber of Arbitration and Mediation ('LCAM') Model Mediation Procedures.
- 39.4. Unless otherwise agreed between the parties, the mediation will start not later than 30 days after the Dispute Notice. The language of the mediation shall be English and the mediation shall take place by video link.
- 39.5. If the Dispute is not resolved within 30 days of the Dispute Notice, it shall be finally resolved by arbitration in accordance with the Expedited Arbitration Rules of LCAM for the time being in force, which rules are deemed incorporated by reference into this clause. The seat of the arbitration shall be London and either party may appear by video conference. The tribunal shall consist of one arbitrator and the language of the arbitration shall be English.

40. DIGITAL EXECUTION

- 40.1. Each party agrees that the Contract, any notices and all other relevant documents between them may be executed by electronic signature and this method of signature shall be conclusive of each party's intention to be bound by and/or authenticate any documents relating to the Contract as if signed by a manuscript signature.

41. GOVERNING LAW

- 41.1. This appointment 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 England and Wales.



42. JURISDICTION

- 42.1. Subject to the provision of clause 39, the Client consents to the exclusive jurisdiction of the courts of England and Wales in all matters arising out of or in connection with the Contract, except to the extent Ideaworks invokes the jurisdiction of any other country.

