

Thirtythreetrees Ltd.

General Terms and Conditions

1.0 HOW WE CHARGE:

- 1.1 The professional Fees for each stage of a project must be agreed in advance and are based on an hourly rate for all time spent by the practice on the project. Typically all fees for each stage of the project are agreed at project inception.
- 1.2 Out of pocket expenses incurred in relation to the project are charged for separately. This includes all travel, accommodation, photographic, printing, and telephone costs incurred during the execution of the work. The Practice reserves the right to require at any time full or part payment of anticipated out of pocket expenses.

2.0 GENERAL TERMS:

- 2.1 'The Practice' means 'Thirtythreetrees Ltd.', aka TTT.
- 2.2 The terms and conditions herein are the terms and conditions upon which 'thirtythreetrees' will enter into an agreement with the client.
- 2.3 These terms and conditions shall be governed and construed in accordance with the Laws of Ireland. The Practice and the client hereby submit to the exclusive jurisdiction of the Irish Courts.

3.0 PAYMENT:

- 3.1 All invoices are payable within 28 days of the invoice date. All invoices are subject to VAT @ 23%.
- 3.2 All monies owing which are unpaid on the due date will be liable to interest at the rate of 4% per month compounded monthly.
- 3.3 For so long as any invoice remains outstanding beyond its due date and without prejudice to such other rights and remedies as may be available, the Practice shall not be obliged to supply any further services.

4.0 CANCELLATION.

- 4.1 Where a project is cancelled or postponed for any reason (including 3.3 above) all costs, fees and expenses in respect of services performed are payable forthwith in full by the client to the Practice.

5.0 OMITTED WORK AND CHANGES.

- 5.1 The Practice will be entitled to charge for work done to all work stages; including that which the client subsequently omits from the project, and to charge at an hourly rate for any changes, at the client's request, to designs which the client has previously approved.
- 5.2 The Practice will also be entitled to charge for any and all extras, I.E. the addition of any new items or features not previously included for at the time fees were agreed.

6.0 COPYRIGHT.

- 6.1 Copyright and all other rights of the property of, all drawings, documents, designs, models and articles prepared by or upon the instructions of the Practice, remain with the Practice.
- 6.2 The Practice reserves the right to photo document the completed works for use in publications, where the client's identity and address will remain private and undisclosed.
- 6.3 **Where the practice has been appointed by architects, (as design team leader), the architects must at all times ensure that the work of TTT is credited in all cases of the project being published where the work of TTT is included in that publication, both in hard copy, (books, journals etc.) and in online websites, blogs etc. This includes drawings by TTT and all photographs which may show the work of TTT.**

7.0 PRACTICE LIABILITY.

- 7.1 Following handover of the project, all return visits to the site, by the Practice, will be charged for at an agreed hourly rate. This includes any and all maintenance review queries and/or issues