

Schedule of Design Services for Home Renovation and Extension Projects

THE PROJECT

The Client is

The Services relate to

at ('the Site')

to be procured by

Project description

Time and Cost

The Client wishes the Project to be completed in accordance with the initial Timetable (Project Programme) for:

and the initial Project Budget including the Construction Cost of the Project, ex VAT:

Effective Date

The Effective Date of this Agreement is:

Project Appointments

The Other Persons listed below are or are to be appointed to perform services in connection with the Project:

Core Project Roles

Client Representatives: to be agreed / notified

Project Lead and Architectural Designer: Leanne Millichap for and on behalf of House Gecko

Structural Engineer as Designer: to be agreed / notified

Building Services Engineer as Designer: to be agreed / notified

Civil Engineer as Designer

Cost Consultant

Core Project Responsibilities

Project Lead Preparing the Client's initial statement of Project Objectives, taking into account the Client's core operations and identifying constraints.

Establishing the requirement for professional skills, procedure and programme management, and legal, insurance and financial services.

Identifying the roles of Client representatives and stakeholders.

Managing the appointment of the project team.

Issuing information, decisions, approvals and instructions to the Lead Designer, Cost Consultant and Contract Administrator/ Employer's Agent.

Implementing of any Feasibility Studies and/or options appraisals required.

Developing and maintaining a project strategy.

Developing and maintaining a management structure and communications environment in which all consultants, contractors and other persons can perform effectively.

Managing development of the Brief and overseeing its implementation.

Identifying project procedures including:

- any relevant existing procedures of the Client;
- administrative actions such as contributions to and frequency of progress reports, etc;
- change control procedures for programme and cost matters and contingency expenditure;
- risk management; and
- performance and design quality reviews.

Preparing and maintaining Cost Information in co-ordination with any construction cost estimates and cash flow projections prepared by others.

Monitoring performance and activity, cost planning and control, programme and progress, and reporting to the Client. In consultation with consultants and/or contractors, authorises or applies for authorisation to take any corrective action required.

Facilitating communications between the project team except that communications on significant design matters are dealt with by the Lead Designer and/or the Health & Safety Advisor.

Leading, co-ordination and preparation of a Project Execution Plan and the Project Programme.

Advising on methods of procuring construction.

Reviewing the progress of design work with the Lead Designer and Health & Safety Advisor.

Developing and managing change control procedures, and making or obtaining decisions necessary for time and cost control.

With the Contract Administrator, Lead Designer and Health & Safety Advisor co-ordinating and reviewing the work of consultants and site inspectors.

Health & Safety Advisor

Exercising the powers and duties of and associated with the statutory function of Principal Designer under the Construction (Design and Management) Regulations 2015.

Providing, as and when requested, information on health and safety issues to the Project Lead, Lead Designer, the Contract Administrator/Employer's Agent, Designers and any Other Persons providing work or services reasonably necessary for such persons to carry out their duties.

Facilitating communications on health and safety issues between the Client and such Other Persons.

For the purposes of the Agreement, the Principal Designer is a member of the consultant team. In any conflict with the Agreement the CDM Regulations take precedence.

Note: The Principal Designer is to be appointed by the Client as soon as is practicable after preliminary design work, planning or other preparation for construction work has begun.

Cost Consultant

Providing and updating Cost Information including estimates, advice, valuations and other information concerning the cost of construction works.

Co-ordinating and integrating estimates, advice, valuations and information provided by any Other Person.

Providing quantity surveying services.

Lead Designer

Co-ordinating preparation of stage programme[s] for the design process.

Co-ordinating design of all constructional elements, including work by consultants, specialists or suppliers and for health and safety matters in conjunction with the Health & Safety Advisor.

Establishing the form and content of design outputs, their interfaces and a verification procedure.

Communicating with the Client on significant design issues.

Leading and co-ordination preparation of a Project Execution Plan, including work outstanding from previous stages.

Advising on the need for and the scope of services by consultants, specialists, sub-contractors or suppliers.

Monitoring the work of the Designers.

Designers

Preparing and maintaining for each stage a programme for performance of the Services, (including Lead Designer) including any Services not completed in a previous stage.

Providing designs, specifications, advice and information concerning the design for which the designer is responsible ('the Relevant Design') with due regard to cost, functionality, build quality and impact, buildability, construction safety, operation and maintenance.

Determining materials, elements and components, standards of workmanship, type of construction and performance in use for the Relevant Design.

Preparing drawings, sketches, schedules, specifications, calculations and production and tender information for the Relevant Design as appropriate.

Giving due regard to the guidelines contained in the current publication Good Practice in the Selection of Construction Materials 2011 (British Council of Offices Publication) unless authorised by the Client in writing to specify or authorise products or materials generally known within the Designer's profession at the time of specification or authorisation to be deleterious or hazardous to health or safety or to affect the durability of construction works.

(Where engaged to provide services during the construction stage other than any duties in connection with administration of the Building Contract), making the appropriate number of visits to the site for:

- inspection generally of the progress and quality of the Relevant Design as built;
- approval of such elements of the works as may be specified to be to the reasonable satisfaction of the Designer;
- obtaining information necessary for the issue of any notice, certificate or instruction by the administrator of the Building Contract.

Architectural Designer's services include siting, spatial arrangement, amenity and appearance of buildings and external works elements. Includes services as relevant to Landscape Architects or Interior Designers.

Civil and Structural Engineer as Designer's services include civil engineering elements, structural stability of building sub-structures, super-structures and external works elements.

Building Services Engineer as Designer's services include building services (including mechanical, electrical, public health, transport and/or communications systems) elements.

Specialist Designer's services relate to elements allocated to a contractor or sub-contractor who it is intended will construct the specialist work, or to a consultant with special expertise where the specialist work will be constructed by another firm.

WORK STAGE SERVICES

Please note that the following work stage services are available but some may not be included in the fee. Please see Appendix 1: Agreed Design Services Schedule

Stage 0 Strategic Definition

Receiving Client's instructions and information about the Project.

Assisting the Client in defining the Client's strategic requirements and the preparation of the Strategic Brief.

Providing information for a report on the Project Budget.

Reviewing with Client alternative project team options.

Contributing to the Project Programme and assembling the project team.

Stage 1 Preparation & Brief

Visiting the Site and carrying out an initial appraisal.

Assisting development of the Initial Project Brief including consideration of Project Objectives, Quality Objectives, Project Outcomes, Sustainability Aspirations, Project Budget and other parameters or constraints. Undertaking Feasibility Studies and review of Site Information.

Undertaking development of Handover Strategy and Risk Assessments.

Assisting assembly of project team including contributions to the Design Responsibility Matrix, Information Exchanges and the Project Execution Plan.

(Compiling, revising and editing the Initial Project Brief on behalf of the Client is Other Service 3a)

Stage 2 Concept Design

Preparing Concept Design.

Providing information for approximate estimate of Construction Cost for inclusion with Cost Information.

Contributing to completion of the Final Project Brief.

Preparing Stage Report in accordance with agreed Information Exchanges and submitting to Client.

Preparing Sustainability Strategy, Maintenance and Operational Strategy and reviewing Handover Strategy and Risk Assessments.

Assisting with Third Party Consultations, updating of the Project Execution Plan, preparing of the Construction Strategy and Health and Safety Strategies.

Stage 3 Developed Design

Developing the approved Concept Design to show spatial arrangements, type of construction, materials and updated outline specifications in sufficient detail to co-ordinate the structural and building services design of the project.

Investigating effect of statutory standards and construction safety on Concept Design.

Consulting statutory authorities.

Providing information for estimate of Construction Cost.

Preparing Stage Report in accordance with agreed Information Exchanges and submitting to Client.

Reviewing the Project Execution Plan and Risk Assessments and the Sustainability, Maintenance and Operational, Handover, Construction and Health and Safety Strategies.

Undertaking Third Party Consultations as required.

Planning Applications

Arranging and preparing information for Pre-application discussions.

Preparing and submitting application for detailed planning permission.

Stage 4 Technical Design

Preparing technical designs, calculations and specifications sufficient to construct the project in accordance with the Design Responsibility Matrix and agreed Information Exchanges.

Consulting statutory authorities on developing design.

Providing information for updating estimate of Construction Cost.

Reviewing the Project Execution Plan and Risk Assessments and the Sustainability, Maintenance and Operational, Handover, Construction and Health and Safety Strategies.

Undertaking Third Party Consultations as required including preparing and making submissions under building acts and/or regulations or other statutory requirements.

Reviewing design information provided by contractors or specialists to establish whether that information can be co-ordinated and integrated with other project information.

Giving general advice on operation and maintenance of the building.

Stage 5 Construction

Making visits to construction works as Designer (See Role Specifications for definition).

Responding to site queries as reasonably required for construction.

Complying with the requirements of the Handover Strategy including agreement of information required for commissioning, training, handover, asset management, future monitoring and maintenance and on-going compilation of "As Constructed Information".

Assisting with the updating of the Construction and Health & Safety Strategies.

Providing record drawings showing the building and main lines of drainage and other information, where applicable, for the Health and Safety File (CDM 2015) and the building log book (Building Regulations Approved Document Part L2).

Reviewing compliance with statutory and contract requirements.

Stage 6 Handover and Close Out

Advising on resolution of defects.

Providing information for agreeing final account.

Assisting building user during initial occupation period, if applicable as attached schedule.

Stage 7 In Use

Carrying out Post-occupation Evaluation, if applicable as attached schedule.

Procurement Activities

Identify extent of design work by contractor and/or specialist sub-contractors.

Prepare documents required for tendering purposes.

NB: Activities in italics may be moved to suit project requirements.

NB: Activities underlined will vary to suit project requirements.

Special Services

Special Services only required if the need arises during the commission, which may be instructed as additional Services:

- Revision of or preparation of additional documents to:
 - comply with requirements of planning or statutory authorities, landlords, etc;
 - comply with changes in interpretation or enactment or revisions to laws or statutory regulations;
 - make changes or corrections not arising from any failure of the Architect/Consultant.
 - Investigations and instructions relating to work not in accordance with the building contract.
 - Assessment of alternative designs, materials or products proposed by a contractor or sub-contractor.
 - Assistance to the Contract Administrator dealing with extensions of time and contractor's claims.
 - Services on behalf of the Client in connection with any dispute between the Client and another party.
 - Services following damage to, or destruction of, a building in construction or existing buildings.
 - Services following suspension or termination of any contract or agreement with or the insolvency of any other party providing services to the project.
 - Services in connection with easements or other legal agreements.

Basic Fee

Total agreed fee: £ to be paid by stage instalments as follows:

Stage	Service	Fee
0 & 1	Preparation & brief	
2	Concept design	
3	Developed Design	
4	Technical Design	
5	Construction	
6	Handover /Close Out	
7	In Use	

Time Charges

Architectural Designer	£70.00/hour
Assistant	£35.00/hour

Expenses and Disbursements

Specified Disbursements

The specified disbursements listed below will be charged at net cost plus a handling charge of 15% of net cost

Planning application etc fees

Building regulation application fees

Other disbursements will be charged at net cost.

Specified Expenses

Where applicable, travel will be charged at 50p per mile

Hard copies of Drawings and Documents

A4 15p per copy/print

A3 £1 per copy/print

A2 £6 per copy/print

A1 £12 per copy/print

in black and white or colour

Payment

Accounts for instalments of fees shall be issued monthly and/or at the end of a completed work stage.

Terms and Conditions of Appointment

1. Definitions and interpretation

Definitions

1.1 Where defined terms are used in the Agreement they are distinguished by an initial capital letter. The following definitions apply to all documents comprising this Agreement and are in addition to those set out elsewhere in the Agreement.

'Brief' means the latest statement of requirements for the Project issued or approved by the Client:

- at inception any initial statement by the Client;
- after clarification of the objectives, the Design Brief (or Output Specification); and
- any subsequent development into the Project Brief.

The Brief shall include any information or drawings prepared by or on behalf of House Gecko and approved by the Client during the development of the Brief.

'Collaborate' means to co-operate with and to provide to or receive from Other Persons information reasonably necessary, as and when requested, for performing the Services or for such Other Persons to carry out their work or services, to consider and, where competent to do so, to comment on such information.

'Confidential information' means all information relating to the Client's and House Gecko's business and affairs which either party directly or indirectly receives or acquires from the other party or any representative of the other party either in writing or verbally.

'Construction Cost' means:

- the Client's target cost for constructing the Project as specified in the Project data or where no such amount is specified a fair and reasonable amount; or subsequently
- the latest professionally prepared estimate approved by the Client; or where applicable
- the actual cost of constructing the Project upon agreement or determination of a final account for the Project; and

includes (without limitation):

- the cost as if new of any equipment and/or materials provided or to be provided by the Client to a contractor for installation during construction of the Project;
- any direct works carried out by or on behalf of the Client; and
- provision for contractor's profit and overheads; and

excludes:

- Value Added tax;
- fees;
- the costs of resolution of any dispute;
- the Client's legal and in-house expenses;
- any loss and/or expense payments paid to a contractor;
- any adjustment for any liquidated damages deducted by the Client.

'Other Person' means any person, company or firm, other than House Gecko or any sub-consultant of House Gecko, including but not limited to consultants, contractors, sub-contractors, specialists, statutory bodies or undertakers, approving or adopting authorities, who have performed or will perform work or services in connection with the Project.

'Project' is defined in the Project Data.

'Project Data' means the matters set out in the Project Data schedule, which may be varied by agreement.

'Services' means the services to be performed by House Gecko specified in the Services schedule which may be varied by agreement.

'Timetable' means the Client's initial programme for performance of the Services as specified in the Project Data, or where no such programme is specified it shall be a fair and reasonable period. Subsequently, the Timetable shall be the latest programme approved by the Client.

Interpretation

1.2 The headings and notes to the Conditions are for convenience only and do not affect interpretation.

Words denoting natural persons include corporations and firms and vice versa.

Communications

1.3 Any notice or other document required under the Agreement is to be in writing and given or served by any effective means to the address of the recipient stated in the Agreement or such other address, including a postal address or email address notified to the Other Party.

Communications between the Client and House Gecko that are not such notices or document may be sent to any other address, including an email address, notified to the Other Party as an appropriate address for specific communications. Communications take effect on receipt, but if not in writing are of no effect unless and until confirmed in writing by the sender or the Other Party.

Communications sent by special delivery or recorded delivery are deemed (subject to proof to the contrary) to have arrived at the appropriate address on the second working day after posting.

Public holidays

1.4 Where under this Agreement an action is required with a specific period of days, that period includes Saturdays and Sundays but excludes any day that is a public holiday.

Duration

1.5 The provisions of this Agreement continue to bind the Client and House Gecko as long as necessary to give effect to their respective rights and obligations.

Applicable law

1.6 This Agreement is subject to the law of England and Wales or Northern Ireland or Scotland as specified in the Project Data and subject to clause 9.3 the parties submit to the exclusive jurisdiction of the specified jurisdiction.

2. Obligations and authority of House Gecko

Duty of care

2.1 House Gecko exercises reasonable skill, care and diligence in conformity with the normal standards of the architectural profession in performing the Services and discharging all the obligations under this clause 2.

Duty to inform

2.2 House Gecko shall keep the Client informed of progress in the performance of the Services and of any issue that may materially affect the Brief, the Construction Cost, the Timetable or the quality of the Project.

2.3 House Gecko shall inform the Client upon becoming aware of:

2.3.1 a need to appoint Other Persons, other than those named in the Project Data, to perform work or services in connection with the Project; and/or

2.3.2 any information, decision or action required from the Client or others in connection with performance of the Services.

Collaboration

2.4 House Gecko shall Collaborate with Other Persons named in the Project Data, or whose appointment is foreseeable and, as applicable, shall co-ordinate and integrate the information received into House Gecko's work.

House Gecko's Authority

2.5 House Gecko shall act on behalf of the Client in the matters set out or necessarily implied in this Agreement or in project procedures agreed with the Client from time to time, but has no authority, without the Client's prior approval:

2.5.1 to enter into any contractual or other commitment on behalf of the Client;

2.5.2 to terminate the employment of Other Persons appointed by the Client; or

2.5.3 to make or cause to be made any material alteration to or addition to or omission from the Services of the approved design.

In the event of an emergency, House Gecko may issue instructions to a contractor to prevent danger to persons or material damage to the Project without the Client's prior approval and shall confirm such action in writing to the Client without delay.

House Gecko's Representative

2.6 House Gecko's Representative shall have full authority to act on behalf of House Gecko for all purposes in connection with performance of the Services but not to vary the terms of the Agreement.

Photography

2.7 House Gecko shall have the right to publish photographs of the Project and the Client shall give reasonable access to the Project for this purpose for 2 years after practical completion of the construction works.

Publicity

2.8 House Gecko shall obtain the consent of the Client, which consent is not unreasonably withheld or delayed, before publication of any other information about the Project, unless reasonably necessary for performance of the Services.

Confidentiality

2.9 House Gecko shall not disclose to any other person Confidential Information unless:

2.9.1 disclosure is necessary for the proper performance of the Services, or in order to take professional advice in relation to this Agreement or the Services, in order to obtain/maintain insurance cover as required by this Agreement;

2.9.2 it is in the public domain other than due to wrongful use or disclosure; or

2.9.3 disclosure is required by law or because of disputes arising out of or in connection with this Agreement.

3. Obligations and authority of the Client Client's Representative

3.1 The Client's Representative shall have full authority to act on behalf of the Client for all purposes in connection with the matters set out in this Agreement but not to vary the terms of the Agreement.

Information, decisions, approvals, etc

3.2 The Client shall supply the Initial Statement of the Client's requirements and shall advise the relative priorities of the Client's requirements, the Brief, the Construction Cost and the Timetable.

3.3 The Client shall provide, free of charge, all the information in the Client's possession, or reasonably obtainable, which is necessary for the proper and timely performance of the Services and House Gecko shall be entitled to rely on such information.

3.4 The Client shall give decisions and approvals and shall take such actions necessary for the proper and timely performance of the Services.

Instructions

3.5 The Client (or the Lead Consultant or other consultant designated by the Client) may issue reasonable instructions to House Gecko.

3.6 Where House Gecko has responsibility to direct and/or co-ordinate the work or services of or give instructions to Other Persons, such instructions shall be issued only through House Gecko and House Gecko shall not be responsible for any instructions issued otherwise.

Applications for consent

3.7 The Client shall instruct the making of applications for consents under planning legislation, building acts, regulations or other statutory requirements and others having an interest in the Project. The Client shall pay any statutory charges and any fees, expenses and disbursements in respect of such applications.

Appointment of Other Persons

3.8 Where work or services, other than those to be performed by House Gecko, are required, the Client shall appoint and pay Other Persons under separate agreements to perform such work, services or products and shall require them to Collaborate with House Gecko. Such Other Persons shall include site inspectors or clerks of works.

The Client shall confirm in writing to House Gecko the services to be performed by Other Persons, their disciplines and the expected duration of their employment.

The Client acknowledges that House Gecko does not warrant the competence, performance, work, services, products or solvency of any such Other Persons.

3.9 The Client shall hold the contractor appointed to undertake construction works and not House Gecko responsible for the management and operational methods necessary for the proper carrying out and completion of the construction works in compliance with the building contract or contracts.

Time and cost

3.10 The Client acknowledges that House Gecko does not warrant:

3.10.1 that planning permission and other approvals from third parties will be granted at all, or if granted, will be granted in accordance with any anticipated timescale;

3.10.2 compliance with the Construction Cost and/or the timetable, which may need to be reviewed for such matters as, but not limited to:

- (a) approved variations arising from design development or requested by the Client;
- (b) delays caused by any Other Person; and/or
- (c) any other factors beyond the control of House Gecko.

Legal advice

3.11 The Client shall procure such legal advice and provide such information and evidence as required for the resolution of any dispute between the Client and any Other Parties in connection with the Project.

Confidentiality

3.12 The Client shall not disclose to any Other Person Confidential Information unless:

3.12.1 disclosure is necessary to take professional advice in relation to this Agreement or the Services;

3.12.2 it is in the public domain other than due to wrongful use or disclosure; or

3.12.3 disclosure is required by law or because of disputes arising out of or in connection with this Agreement.

4. Assigning and sub-contracting

Assignment

4.1 Neither House Gecko nor the Client shall at any time assign the benefit of this Agreement or any rights arising under it without the prior written consent of the other, which consent shall not to be unreasonably withheld or delayed.

Sub-contracting

4.2 With the consent of the Client, which consent is not unreasonably withheld, House Gecko may appoint a sub-consultant or sub-consultants to perform part of the Services. Any such sub-contracting does not relive House Gecko of responsibility for carrying out and completing the Services in accordance with this Agreement. Such consent is not required in respect of persons such as agency or self-employed staff.

Specialist services

4.3 If during performance of the Services it is House Gecko's opinion that it would benefit the Client House Gecko may recommend that the Client appoints Other Persons with appropriate knowledge and experience to perform part of the Services. If

the Client agrees to make such appointment it shall be made without undue delay. On such appointment the Client shall give written notice to House Gecko, who shall be relieved of responsibility and liability for that element of the Services.

House Gecko shall Collaborate with such Other Persons.

5. Fees and expenses

Calculation of fees

5.1 The fees for performance of the Services and/or any additional services shall be calculated in accordance with this clause 5 and as specified in the Schedule of Fees and Expenses.

Basic fee

5.2 The Basic Fee for performance of the Services shall be:

5.2.1 where the Project is for the design and carrying out of constructions works, including the specified number of site visits during the construction period:

- (a) a percentage or percentages applied to the Construction Cost in accordance with clause 5.4 and/or
- (b) a lump sum or sums in accordance with clause 5.5, and/or
- (c) time charges in accordance with clause 5.5, and/or
- (d) any combination of these, and/or
- (e) another agreed method.

5.2.2 for other professional services:

- (a) a lump sum or sums in accordance with clause 5.5.1, and/or
- (b) time charges in accordance with clause 5.5, and/or
- (c) another agreed method.

Other fees

5.3 For performance of Other Services specified in the Services schedule, but not included in the Basic Fee, the fee for each service shall be:

5.3.1 a lump sum or sums in accordance with clause 5.5.1, and/or

5.3.2 time charges in accordance with clause 5.5, and/or

5.3.3 another agreed method.

Percentage fees

5.4 Where this clause 5.4 applies, the Basic Fee shall be calculated by applying:

5.4.1 the specified percentage applied to the final Construction Cost; or

5.4.2 the relevant specified percentage for each work stage to the Construction Cost at the end of the previous stage.

Lump sums

5.5 Where this clause 5.5 applies, the Basic Fee shall be:

5.5.1 the specified lump sum or lump sums; or

5.5.2 a lump sum or lump sums for each work stage calculated by applying the specified percentages to the Construction Cost for the developed design current at the end of RIBA Stage 4; or

5.5.3 a lump sum for each work stage calculated by applying the relevant specified percentage to the Construction Cost current at the end of the previous stage.

Time charges

5.6 Where this clause 5.6 applies, the time-based fee shall be ascertained by multiplying the time reasonably spent in the performance of the Services by the specified hourly or daily rate for the relevant personnel. Time 'reasonably spent' includes the time spent in connection with the performance of the Services and in travelling from and return to House Gecko's office.

Revision of lump sums and other rates

5.7 Every 12 months, lump sums complying with clause 5.5, less any amounts previously claimed, and rates for time charges shall be revised in accordance with changes in the Average Earnings index and rates for mileage and printing shall be revised in accordance with changes in the Consumer Price index.

Each 12 month period shall commence on the anniversary of the Effective Date of this Agreement specified in the Project Data, or where clause 5.5.2 or 5.5.3 applies the date of calculation of the Lump Sums.

Fee adjustment

5.8 The Basic Fee:

5.8.1 shall be adjusted including due allowance for any loss and/or expense if:

- (a) material changes are made to the Brief and/or the Construction Cost and/or the Timetable; and/or
- (b) the Services are varied by agreement.

5.8.2 shall not be adjusted for any reduction of the Construction Cost arising solely from deflationary market conditions not prevailing at the Effective Date. The Basic Fee shall continue to be based on the Construction Cost current prior to the date of such reduction.

Additional fees

5.9 Where House Gecko for reasons beyond House Gecko's reasonable control incurs extra work or loss and expense for which House Gecko would not otherwise be remunerated, House Gecko shall be entitled to additional fees calculated on a time basis as set out in clause 5.5 unless otherwise agreed. Matters in relation to which House Gecko shall be entitled to additional fees include but are not limited to circumstances where:

5.9.1 House Gecko is required to vary any item of work commenced or completed pursuant to this Agreement or to provide a new design after the Client has authorised House Gecko to develop an approved design;

5.9.2 the nature of the Project requires that substantial parts of the design cannot be completed or must be specified provisionally or approximately before construction commences;

5.9.3 performance of the Services is delayed, disrupted or prolonged; and

5.9.4 the cost of any work, installation or equipment for which House Gecko performs Services is omitted from or not included in the Construction Cost.

This clause 5.9 shall not apply where any adjustment under clause 5.8.1 applies to the same events.

House Gecko shall inform the Client on becoming aware that this clause 5.9 will apply. This clause 5.9 shall not apply where any change or extra work or expense arises from a breach of this Agreement by House Gecko

Supplementary agreements

5.10 If House Gecko consents to enter into any supplementary agreement the terms of which are agreed by House Gecko after the date of this Agreement House Gecko shall be entitled to payment of House Gecko's reasonable costs of so doing, including but not limited to legal advice, and the amount of any additional professional indemnity insurance premium.

Tender not accepted

5.11 Where House Gecko is instructed by the Client to invite a tender or tenders for work or services in connection with the Project but no tender is made or accepted, House Gecko shall be entitled to fees due up to and including RIBA Work Stage 6 applied to the Construction Cost or that part of it relating to the said work for services current at the date of invitation to tender.

Expenses and disbursements

5.12 The Client shall reimburse House Gecko for expenses in the manner specified in the Schedule of Fees and Expenses.

Maintain records

5.13 House Gecko shall maintain records of time spent on Services performed on a time basis for the purpose of verifying charges under clause 5.6 and shall in addition maintain records of any expenses and disbursements to be reimbursed at net cost. House Gecko shall make such records available to the Client on reasonable request.

Payment

5.14 Payment under this Agreement shall be made as follows:

5.14.1 Payment shall become due to House Gecko on the date of issue of House Gecko's account. The final date for payment of any amount due to House Gecko shall be 14 days from the issue of the relevant account.

5.14.2 House Gecko shall issue accounts at intervals of not less than one month or as specified in the Schedule of Fees and Expenses setting out any accrued instalments of the fee and other amounts due, less any amounts previously paid and stating the basis of calculation of the amounts due. Instalments of fees shall be calculated on House Gecko's reasonable estimate of the percentage of completion of the Services or stages or other services or any other specified method.

5.14.3 House Gecko shall submit the final account for fees and any other amounts due when House Gecko reasonably considers the Services have been completed.

Payment notices

5.15 The Client shall give a written notice to House Gecko:

'In the event of non-payment of any amount properly due to House Gecko under this Agreement House Gecko is entitled to interest on the unpaid amounts under the provisions of clause 5.19, may suspend use of the licence under the provisions of clause 6, may suspend or terminate performance of the Services and other obligations under the provisions of clause 8, or may commence dispute resolution procedures and/or debt recovery procedures.'

5.15.1 within 5 days of the date of issue of an account specifying the amount the Client proposes to pay and the basis of calculation of that amount; and

5.15.2 not later than 5 days before the final date for payment of any amount due to House Gecko if the Client intends to withhold payment of any part of that amount stating the amount proposed to be withheld and the grounds for doing so or, if there is more than one ground, each ground and the amount attributable to it.

If no such notices are given the amount due shall be the amount stated as due in the account. The Client shall not delay payment of any undisputed part of the account.

Set-off

5.16 The Client shall not withhold any amount due to House Gecko under this Agreement unless the amount has been agreed with House Gecko or has been decided by any tribunal to which the matter is referred as not being due to House Gecko.

All rights of set-off at common law or in equity which the Client would otherwise be entitled to exercise are expressly excluded.

Payment on suspension or termination

5.17 If House Gecko or the Client issues a notice under clause 8 suspending performance of any or all of the Services or terminating performance of the Services and/or other obligations, House Gecko shall issue an account or accounts on the expiry date of the notice or as soon as reasonably practicable and House Gecko shall be entitled to:

5.17.1 payment of any part of the fee and other amounts properly due on the expiry date of the notice; and

5.17.2 payment of any licence fee due under clause 6; and

5.17.3 reimbursement of any loss and/or expense properly and necessarily incurred by House Gecko by reason of the suspension or the termination, save where the Client gives notice of suspension or termination by reason of the material or persistent breach of the Agreement by House Gecko.

5.18 If the reason for suspension is remedied House Gecko shall be entitled to reimbursement of the reasonable costs of resumption of performance of the Services and other obligations in accordance with clause 8.1.4(a).

Late payment

5.19 In the event that any amounts are not paid by the Client or House Gecko when properly due, the payee shall be entitled to simple interest on such amounts until the date that payment is received at the daily rate equivalent to 8% over the dealing rate of the Bank of England Rate current at the date that payment becomes overdue, together with such costs reasonably incurred and duly mitigated by the payee (including costs of time spent by principals, employees and advisors) in obtaining payment of any sums due under this Agreement.

The payee's entitlement to interest at the specified rate shall also apply in respect of any amounts that are awarded in adjudication, arbitration or legal proceedings.

Recovery of costs

5.20 The Client or House Gecko shall pay to the other party who successfully pursues, resists or defends any claim or part of a claim brought by the other:

5.20.1 such costs reasonably incurred and duly mitigated (including costs of time spent by principals, employees and advisors) where the matter is resolved by negotiation or mediation; or

5.20.2 such costs as may be determined by any tribunal to which the matter is referred.

VAT

5.21 In addition to the fees and expenses, the Client shall pay any Value Added Tax chargeable on House Gecko's fees and expenses.

6. Copyright and use of information

Copyright

6.1 House Gecko shall own the copyright in the original work produced in the performance of the Services and generally asserts House Gecko's moral rights to be identified as the author of such work.

6.2 No part of any design by House Gecko may be registered by the Client without the consent of House Gecko in writing.

Use of information

6.3 The Client shall have a licence to copy and use and allow Other Persons providing services to the Project to copy and use drawings, documents, bespoke software and all other such work produced by or on behalf of House Gecko in performing the Services, hereinafter called 'the Material'.

The Material may be used for the construction of the Project and for the operation, maintenance, repair, reinstatement, alteration, promotion, leasing and/or sale of the Project. The Material may not be used for reproduction of the design for any part of any extension of the Project and/or for any other project except on payment of a licence fee specified in this Agreement or subsequently agreed.

House Gecko shall not be liable if the Material is modified other than by or with the consent of House Gecko or used for any purpose other than the purposes for which it was prepared, provided that:

6.3.1 if it is intended to make any permitted use after the date of the last Service performed under this Agreement:

(a) House Gecko, following a request from the Client, shall confirm the degree of completion of the Material; and

(b) the Client shall pay to House Gecko any specified licence fee or a reasonable licence fee;

6.3.2 if at any time the Client is in default of payment of any fees or other amounts properly due, House Gecko may suspend further use of the licence on giving 7 days' notice of the intention of doing so. Use of the licence may be resumed on receipt of such outstanding amounts;

6.3.3 the Client obtains or ensures that any third party obtains any necessary licence and pays any fees arising from access to any software used to produce any of the Material.

Patents, etc

6.4 The Basic Fee for performance of the Services shall include all royalties, licence fees or similar expenses in respect of the making, use or exercise by House Gecko of any invention or design for the purpose of performing the Services.

7. Liability and insurance

Time limit for action or proceedings

7.1 No action or proceedings arising out of or in connection with this Agreement whether in contract in tort, for breach of statutory duty or otherwise shall be commenced after the expiry of the period specified in the Project Data from the date of the last Services performed under this Agreement or, if earlier, the date of practical completion of construction of the Project or such earlier date as prescribed by law.

Limit of liability

7.2 In any such action or proceedings:

7.2.1 House Gecko's liability for loss or damage shall not exceed the amount of House Gecko's professional indemnity insurance specified in the Project Data, providing House Gecko has notified the insurers of the relevant claim or claims as required by the terms of such insurance.

7.2.2 No employee of House Gecko including any officer or director of a company or a member of a limited liability partnership or any agent of House Gecko shall be personally liable to the Client for any negligence, default or any other liability whatsoever arising from performance of the Services.

Net contribution

7.3 Without prejudice to the provisions of clause 7.2, the liability of House Gecko shall not exceed such sum as it is just and equitable for House Gecko to pay having regard to the extent of House Gecko's responsibility for the loss and/or damage in question and on the assumptions that:

7.3.1 all other consultants and contractors providing work or services for the Project have provided to the Client contractual undertakings on terms no less onerous than those of House Gecko under this Agreement;

7.3.2 there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Client and any other person referred to in this clause; and

7.3.3 all the persons referred to in this clause 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.

Professional Indemnity Insurance

7.4 House Gecko shall maintain until at least the expiry of the period specified in clause 7.1 professional indemnity insurance with a limit of indemnity of not less than the amount or amounts specified in the Project Data provided such insurance continues to be offered on commercially reasonable terms to House Gecko at the time when the insurance is taken out or renewed.

Such insurance shall be:

- 7.4.1 limited to the amounts (if any) specified in the Project Data as in the aggregate in any year of insurance; and
- 7.4.2 subject only to such other limitations, exceptions and exclusions as are commonly included in such policies.

7.5 House Gecko, when reasonably requested by the Client, shall produce for inspection a broker's letter or certificate confirming that such insurance is being maintained.

7.6 House Gecko shall inform the Client if such insurance ceases to be available at commercially reasonable terms or subsequent to the date of this Agreement an aggregate limit applies to any matters other than those specified in the Project Data in order that House Gecko and Client can discuss the best means of protecting their respective positions.

Supplementary Agreements

7.7 Where it is specified in the Project Data:

7.7.1 that House Gecko will be required to enter into a collateral warranty or warranties in favour of funders, purchasers or first tenants and the terms of the warranty together with the names or categories of other parties who will sign such agreements are appended to this Agreement House Gecko shall enter into such agreement or agreements within a reasonable period of being requested to do so by the Client, providing that such warranties give no greater benefit to the beneficiaries than is given to the Client under this Agreement and all fees and other amounts properly due to House Gecko have been paid;

7.7.2 that a Third Party Rights Schedule in favour of funders, purchasers or first tenants is applicable and appended to this Agreement, the rights of such third parties shall come into effect on the date of receipt by House Gecko of a notice from the Client stating the name of each interested party and the nature of the interest in the Project; and/or

7.7.3 that a supplementary agreement is applicable under which House Gecko is to provide services to a contractor appointed by the Client to complete the design and construction of the Project, and such agreement is appended to this Agreement, House Gecko shall enter into such agreement with the Client and the contractor appointed to complete the design and construction of the Project within a reasonable period of being requested to do so by the Client, providing that all fees and other amounts due have been paid.

Rights of third parties

7.8 Except for the rights conferred by clause 7.7.2, nothing in this Agreement shall confer or is intended to confer any right to enforce any of its terms on any person who is not a party to it other than lawful assignees.

8. Suspension or termination

Suspension

8.1 The provisions for suspension are:

8.1.1 The Client may suspend the performance of any or all of the Services and/or other obligations by giving not less than 7 days' notice in writing to House Gecko specifying the Services affected.

8.1.2 House Gecko may suspend performance of the Services and/or other obligations on giving not less than 7 days' notice to the Client of the intention and stating the reasons for doing so in the event:

- (a) that the Client fails to pay any fees or other amounts due by the final date for payment unless, where applicable, the Client has given effective notice under clause 5.15.2 of the intention to withhold payment of any part of House Gecko's account; or
- (b) that the Client is in material or persistent breach of the obligations under this Agreement; or
- (c) that House Gecko is prevented from or impeded in performing the Services for reasons beyond House Gecko's reasonable control; or
- (d) of force majeure.

8.1.3 House Gecko shall 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.

8.1.4 If the reason for a notice of suspension arises from a default:

- (a) which is remedied, House Gecko shall resume performance of the Services or other obligations within a reasonable period; or
- (b) which is not remedied by the defaulting party, the other party shall have the right to treat performance of the services or other obligations affected as terminated on giving reasonable written notice.

8.1.5 Where Services are suspended by the Client and not resumed within 6 months House Gecko shall have the right to treat performance of the Services and/or other obligations affected as terminated on giving at least 7 days' further written notice to the Client.

8.1.6 Any period of suspension arising from a valid notice given under clause 8.1.1 or clause 8.1.2 shall be added to the latest Timetable for completion of the relevant Services.

Termination

8.2 The provisions for termination are:

8.2.1 The Client or House Gecko may by giving reasonable notice to the other terminate performance of the Services and/or other obligations, stating the reasons for doing so and the Services and obligations affected.

8.2.2 Performance of the Services and/or other obligations may be terminated immediately by notice from either party if:

- (a) the Other Party commits an act of bankruptcy or is subject to a receiving or administration order, and/or goes into liquidation, and/or becomes insolvent, and/or makes any arrangements with creditors; or
- (b) House Gecko becomes unable to perform the Services through death or incapacity.

8.2.3 On termination of performance of the Services and/or other obligations, a copy of the Material not previously provided to the Client shall be delivered on demand to the Client by House Gecko, subject to the terms of the licence under clause 6.3 and payment of any outstanding fees and other amounts due under clause 5.19 plus House Gecko's reasonable copying charges.

9. Dispute resolution

9.1 The Client and House Gecko may attempt to settle any dispute or difference arising under the Agreement by negotiation or mediation, if suitable, or either party may refer the matter to adjudication, arbitration or legal proceedings as specified in the Project Data.

Adjudication

9.2 The provisions for adjudication are:

9.2.1 Where a dispute or difference is to be referred to adjudication, the parties may agree who shall act as adjudicator, or the adjudicator shall be a person nominated at the request of either party by the nominator specified in the Project Data.

9.2.2 For the avoidance of doubt, the Adjudicator may allocate between the parties the costs relating to the adjudication, including the fees and expenses of the adjudicator, in accordance with the provisions of clause 5.20.

This provision is ineffective unless it is confirmed in writing by the referring party to the other party and to the adjudicator after notice is given of the intention to refer the dispute to adjudication.

Arbitration

9.3 The provisions for arbitration are:

9.3.1 Without prejudice to any right of adjudication, where in the Project Data

An arbitration agreement is made and either party requires a dispute or difference (except in connection with the enforcement of any decision of an adjudicator) to be referred to arbitration then that party shall serve on the other party a notice of arbitration to that effect and the dispute or difference shall be referred to a person to be agreed between the parties or, failing agreement within 14 days of the date on which the notice is served, a person appointed by the appointor specified in the Project Data on the application of either party.

9.3.2 Where the law of England and Wales or Northern Ireland is the applicable law:

(a) the Client or House Gecko may litigate any claim for a pecuniary remedy which does not exceed £5,000 or such other sum as is provided by order made under section 91 of the Arbitration Act 1996;

(b) in such arbitration the Construction Industry Model Arbitration Rules (CIMAR) current at the date of the reference shall apply; and

(c) the arbitrator shall not have the power referred to in Section 38(3) of the Arbitration Act 1996.

9.3.3 Where the law of Scotland is the applicable law such arbitration shall be conducted under the rules set out in the current edition of the Scottish Arbitration Code for use in Domestic and International Arbitration.

10. Consumer's right to cancel

10.1 The consumer Client has the right to cancel this Agreement for any reason by delivering or sending (including by electronic mail) a cancellation notice to House Gecko at any time within the period of 7 days starting from the date when this Agreement was made.

10.2 The notice of cancellation is deemed to be served as soon as it is posted or sent to House Gecko or in the case of an electronic communication on the day it is sent to House Gecko.

10.3 If House Gecko was instructed to perform any services before the Agreement was made or before the end of the 7-day period and the instruction or instructions were confirmed in writing, House Gecko shall be entitled to any fees and expenses properly due before House Gecko receives the notice of cancellation.

10.4 The notice of cancellation is to be addressed to House Gecko and state:

The Client <name> hereby gives notice that the Agreement with House Gecko and signed [on our behalf] by <name of person(s) who [will sign][signed]> on <date of signing> is cancelled.

Client signature(s):

<address>

<date>

This clause applies where the Project relates to work to the Client's home or a second home including a new home and the Client is a consumer who is acting for purposes outside his/her trade, business or profession and has signed this Agreement in his/her own name, i.e. not as a limited company or other legal entity.

11. Data Protection Policy

(1) Introduction

(2) This Policy sets out the obligations of House Gecko ("the Company") regarding data protection and the rights of our stakeholders ("data subjects") in respect of their personal data under the General Data Protection Regulation ("the Regulation").

The Regulation defines "personal data" as any information relating to an identified or identifiable natural person (a data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

This Policy sets out the procedures that are to be followed when dealing with personal data. The procedures and principles set out herein must be followed at all times by the Company, its employees, agents, contractors, or other parties working on behalf of the Company.

The Company is committed not only to the letter of the law, but also to the spirit of the law and places high importance on the correct, lawful, and fair handling of all personal data, respecting the legal rights, privacy, and trust of all individuals with whom it deals.

(2) The Data Protection Principles

This Policy aims to ensure compliance with the Regulation. The Regulation sets out the following principles with which any party handling personal data must comply. All personal data must be:

- a) processed lawfully, fairly, and in a transparent manner in relation to the data subject;
- b) collected for specified, explicit, and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;
- c) adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that is inaccurate, having regard to the purposes for which they are processed, is erased or rectified without delay;
- e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical

purposes subject to implementation of the appropriate technical and organisational measures required by the Regulation in order to safeguard the rights and freedoms of the data subject;

- f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

(3) Lawful, Fair, and Transparent Data Processing

The Regulation seeks to ensure that personal data is processed lawfully, fairly, and transparently, without adversely affecting the rights of the data subject.

The Regulation states that processing of personal data shall be lawful if at least one of the following applies:

- a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes;
- b) processing is necessary for the performance of a contract to which the data subject is a party or in order to take steps at the request of the data subject prior to entering into a contract;
- c) processing is necessary for compliance with a legal obligation to which the controller is subject;
- d) processing is necessary to protect the vital interests of the data subject or of another natural person;
- e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;
- f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

(4) Processed for Specified, Explicit and Legitimate Purposes

1. The Company collects and processes the personal data set out in Part 21 of this Policy. This may include personal data received directly from data subjects (for example, contact details used when a data subject communicates with us) and data received from third parties.

2. The Company only processes personal data for the specific purposes set out in Part 21 of this Policy (or for other purposes expressly permitted by the Regulation). The purposes for which we process personal data will be informed to data subjects at the time that their personal data is collected, where it is collected directly from them, or as soon as possible (not more than one calendar month) after collection where it is obtained from a third party.

(5) Adequate, Relevant and Limited Data Processing

The Company will only collect and process personal data for and to the extent necessary for the specific purpose(s) informed to data subjects as under Part 4, above.

(6) Accuracy of Data and Keeping Data Up To Date

The Company shall ensure that all personal data collected and processed is kept accurate and up-to-date. The accuracy of data shall be checked when it is collected and at regular intervals thereafter. Where any inaccurate or out-of-date data is found, all reasonable steps will be taken without delay to amend or erase that data, as appropriate.

(7) Timely Processing

The Company shall not keep personal data for any longer than is necessary in light of the purposes for which that data was originally collected and processed. When the data is no longer required, all reasonable steps will be taken to erase it without delay.

(8) Secure Processing

The Company shall ensure that all personal data collected and processed is kept secure and protected against unauthorised or unlawful processing and against accidental loss, destruction or damage. Further details of the data protection and organisational measures which shall be taken are provided in Parts 22 and 23 of this Policy.

(9) Accountability

1. The Company's data protection officer is Leanne Millichap Business Manager.

2. The Company shall keep written internal records of all personal data collection, holding, and processing, which shall incorporate the following information:

- a) The name and details of the Company, its data protection officer, and any applicable third party data controllers;
- b) The purposes for which the Company processes personal data;
- c) Details of the categories of personal data collected, held, and processed by the Company; and the categories of data subject to which that personal data relates;
- d) Details (and categories) of any third parties that will receive personal data from the Company;
- e) Details of any transfers of personal data to non-EEA countries including all mechanisms and security safeguards;
- f) Details of how long personal data will be retained by the Company; and
- g) Detailed descriptions of all technical and organisational measures taken by the Company to ensure the security of personal data.

(10) Privacy Impact Assessments

The Company shall carry out Privacy Impact Assessments when and as required under the Regulation. Privacy Impact Assessments shall be overseen by the Company's data protection officer and shall address the following areas of importance:

1. The purpose(s) for which personal data is being processed and the processing operations to be carried out on that data;
2. Details of the legitimate interests being pursued by the Company;
3. An assessment of the necessity and proportionality of the data processing with respect to the purpose(s) for which it is being processed;
4. An assessment of the risks posed to individual data subjects; and
5. Details of the measures in place to minimise and handle risks including safeguards, data security, and other measures and mechanisms to ensure the protection of personal data, sufficient to demonstrate compliance with the Regulation.

(11) The Rights of Data Subjects

The Regulation sets out the following rights applicable to data subjects:

- a) The right to be informed;
- b) The right of access;
- c) The right to rectification;
- d) The right to erasure (also known as the 'right to be forgotten');
- e) The right to restrict processing;
- f) The right to data portability;
- g) The right to object;
- h) Rights with respect to automated decision-making and profiling.

(12) Keeping Data Subjects Informed

1. The Company shall ensure that the following information is provided to every data subject when personal data is collected:

- a) Details of the Company.

- b) The purpose(s) for which the personal data is being collected and will be processed (as detailed in Part 21 of this Policy) and the legal basis justifying that collection and processing;
 - c) Where applicable, the legitimate interests upon which the Company is justifying its collection and processing of the personal data;
 - d) Where the personal data is not obtained directly from the data subject, the categories of personal data collected and processed;
 - e) Where the personal data is to be transferred to one or more third parties, details of those parties;
 - f) Where the personal data is to be transferred to a third party that is located outside of the European Economic Area (the “EEA”), details of that transfer, including but not limited to the safeguards in place (see Part 24 of this Policy for further details concerning such third country data transfers);
 - g) Details of the length of time the personal data will be held by the Company (or, where there is no predetermined period, details of how that length of time will be determined);
 - h) Details of the data subject’s rights under the Regulation;
 - i) Details of the data subject’s right to withdraw their consent to the Company’s processing of their personal data at any time;
 - j) Details of the data subject’s right to complain to the Information Commissioner’s Office (the ‘supervisory authority’ under the Regulation);
 - k) Where applicable, details of any legal or contractual requirement or obligation necessitating the collection and processing of the personal data and details of any consequences of failing to provide it;
 - l) Details of any automated decision-making that will take place using the personal data (including but not limited to profiling), including information on how decisions will be made, the significance of those decisions and any consequences.
2. The information set out above in Part 12.1 shall be provided to the data subject at the following applicable time:
1. Where the personal data is obtained from the data subject directly, at the time of collection;
 2. Where the personal data is not obtained from the data subject directly (i.e. from another party):
 - a) If the personal data is used to communicate with the data subject, at the time of the first communication; or
 - b) If the personal data is to be disclosed to another party, before the personal data is disclosed; or
 - c) In any event, not more than one month after the time at which the Company obtains the personal data.

(13) Data Subject Access

1. A data subject may make a subject access request (“SAR”) at any time to find out more about the personal data which the Company holds about them. The Company is normally required to respond to SARs within one month of receipt (this can be extended by up to two months in the case of complex and/or numerous requests, and in such cases the data subject shall be informed of the need for the extension).
2. All subject access requests received must be forwarded to admin@housegecko.co.uk
3. The Company does not charge a fee for the handling of normal SARs. The Company reserves the right to charge reasonable fees for additional copies of information that has already been supplied to a data subject, and for requests that are manifestly unfounded or excessive, particularly where such requests are repetitive.

(14) Rectification of Personal Data

1. If a data subject informs the Company that personal data held by the Company is inaccurate or incomplete, requesting that it be rectified, the personal data in question shall be rectified, and the data subject informed of that rectification, within one month of receipt the data subject’s notice (this can be extended by up to two months in the case of complex requests, and in such cases the data subject shall be informed of the need for the extension).
2. In the event that any affected personal data has been disclosed to third parties, those parties shall be informed of any rectification of that personal data.

(15) Erasure of Personal Data

1. Data subjects may request that the Company erases the personal data it holds about them in the following circumstances:
 - a) It is no longer necessary for the Company to hold that personal data with respect to the purpose for which it was originally collected or processed;
 - b) The data subject wishes to withdraw their consent to the Company holding and processing their personal data;
 - c) The data subject objects to the Company holding and processing their personal data (and there is no overriding legitimate interest to allow the Company to continue doing so) (see Part 18 of this Policy for further details concerning data subjects’ rights to object);
 - d) The personal data has been processed unlawfully;
 - e) The personal data needs to be erased in order for the Company to comply with a particular legal obligation
2. Unless the Company has reasonable grounds to refuse to erase personal data, all requests for erasure shall be complied with, and the data subject informed of the erasure, within one month of receipt of the data subject’s request (this can be extended by up to two months in the case of complex requests, and in such cases the data subject shall be informed of the need for the extension).
3. In the event that any personal data that is to be erased in response to a data subject request has been disclosed to third parties, those parties shall be informed of the erasure (unless it is impossible or would require disproportionate effort to do so).

(16) Restriction of Personal Data Processing

1. Data subjects may request that the Company ceases processing the personal data it holds about them. If a data subject makes such a request, the Company shall retain only the amount of personal data pertaining to that data subject that is necessary to ensure that no further processing of their personal data takes place.
2. In the event that any affected personal data has been disclosed to third parties, those parties shall be informed of the applicable restrictions on processing it (unless it is impossible or would require disproportionate effort to do so).

(17) Data Portability

1. The Company processes personal data using automated means via PCs and websites.
2. Where data subjects have given their consent to the Company to process their personal data in such a manner or the processing is otherwise required for the performance of a contract between the Company and the data subject, data subjects have the legal right under the Regulation to receive a copy of their personal data and to use it for other purposes (namely transmitting it to other data controllers, e.g. other organisations).
3. To facilitate the right of data portability, the Company shall make available all applicable personal data to data subjects in the following formats:
 - PDF and picture files;
4. Where technically feasible, if requested by a data subject, personal data shall be sent directly to another data controller.
5. All requests for copies of personal data shall be complied with within one month of the data subject’s request (this can be extended by up to two months in the case of complex requests in the case of complex or numerous requests, and in such cases the data subject shall be informed of the need for the extension).

(18) Objections to Personal Data Processing

1. Data subjects have the right to object to the Company processing their personal data based on legitimate interests (including profiling), direct marketing (including profiling), and processing for scientific and/or historical research and statistics purposes.
2. Where a data subject objects to the Company processing their personal data based on its legitimate interests, the Company shall cease such processing forthwith, unless it can be demonstrated that the Company's legitimate grounds for such processing override the data subject's interests, rights and freedoms; or the processing is necessary for the conduct of legal claims.
3. Where a data subject objects to the Company processing their personal data for direct marketing purposes, the Company shall cease such processing forthwith.
4. Where a data subject objects to the Company processing their personal data for scientific and/or historical research and statistics purposes, the data subject must, under the Regulation, 'demonstrate grounds relating to his or her particular situation'. The Company is not required to comply if the research is necessary for the performance of a task carried out for reasons of public interest.

(19) Automated Decision-Making

1. In the event that the Company uses personal data for the purposes of automated decision-making and those decisions have a legal (or similarly significant effect) on data subjects, data subjects have the right to challenge to such decisions under the Regulation, requesting human intervention, expressing their own point of view, and obtaining an explanation of the decision from the Company.
2. The right described in Part 19.1 does not apply in the following circumstances:
 - a) The decision is necessary for the entry into, or performance of, a contract between the Company and the data subject;
 - b) The decision is authorised by law; or
 - c) The data subject has given their explicit consent.

(20) Profiling

Where the Company uses personal data for profiling purposes, the following shall apply:

- a) Clear information explaining the profiling will be provided, including its significance and the likely consequences;
- b) Appropriate mathematical or statistical procedures will be used;
- c) Technical and organisational measures necessary to minimise the risk of errors and to enable such errors to be easily corrected shall be implemented; and
- d) All personal data processed for profiling purposes shall be secured in order to prevent discriminatory effects arising out of profiling (see Parts 22 and 23 of this Policy for more details on data security).

(21) Personal Data

The following personal data may be collected, held, and processed by the Company:

- Contact details, addresses, and reports on organisations and personnel, for management consulting purposes.

(22) Data Protection Measures

The Company shall ensure that all its employees, agents, contractors, or other parties working on its behalf comply with the following when working with personal data:

- a) All emails containing personal data must be secure and confidential;
- b) Where any personal data is to be erased or otherwise disposed of for any reason (including where copies have been made and are no longer needed), it should be securely deleted and disposed of. Hardcopies should be shredded, and electronic copies should be deleted securely using secure methods.
- c) Personal data may be transmitted over secure networks only; transmission over unsecured networks is not permitted in any circumstances;
- d) Personal data may not be transmitted over a wireless network if there is a wired alternative that is reasonably practicable;
- e) Personal data contained in the body of an email, whether sent or received, should be copied from the body of that email and stored securely. The email itself should be deleted. All temporary files associated therewith should also be deleted;
- f) Where Personal data is to be sent by facsimile transmission the recipient should be informed in advance of the transmission and should be waiting by the fax machine to receive the data;
- g) Where Personal data is to be transferred in hardcopy form it should be passed directly to the recipient or sent using direct person to person methods;
- h) No personal data may be shared informally and if an employee, agent, sub-contractor, or other party working on behalf of the Company requires access to any personal data that they do not already have access to, such access should be formally requested from Mark Pellant
- i) All hardcopies of personal data, along with any electronic copies stored on physical, removable media should be stored securely in a locked box, drawer, cabinet or similar;
- j) No personal data may be transferred to any employees, agents, contractors, or other parties, whether such parties are working on behalf of the Company or not, without the authorisation of Mark Pellant Director;
- k) Personal data must be handled with care at all times and should not be left unattended or on view to unauthorised employees, agents, sub-contractors or other parties at any time;
- l) If personal data is being viewed on a computer screen and the computer in question is to be left unattended for any period of time, the user must lock the computer and screen before leaving it;
- m) No personal data should be stored on any mobile device (including, but not limited to, laptops, tablets and smartphones), whether such device belongs to the Company or otherwise without the formal written approval of Mark Pellant and, in the event of such approval, strictly in accordance with all instructions and limitations described at the time the approval is given, and for no longer than is absolutely necessary.
- n) No personal data should be transferred to any device personally belonging to an employee and personal data may only be transferred to devices belonging to agents, contractors, or other parties working on behalf of the Company where the party in question has agreed to comply fully with the letter and spirit of this Policy and of the Regulation (which may include demonstrating to the Company that all suitable technical and organisational measures have been taken);
- o) All personal data stored electronically should be backed up monthly with backups stored onsite AND by secure cloud. All backups should be secure;
- p) All electronic copies of personal data should be stored securely using passwords and security;
- q) All passwords used to protect personal data should be changed regularly and should not use words or phrases that can be easily guessed or otherwise compromised. All passwords must contain a combination of uppercase and lowercase letters, numbers, and symbols;
- r) Under no circumstances should any passwords be written down or shared between any employees, agents, contractors, or other parties working on behalf of the Company, irrespective of seniority or department. If a password is forgotten, it must be reset using the applicable method. IT staff do not have access to passwords;

- s) Where personal data held by the Company is used for marketing purposes, it shall be the responsibility of House Gecko to ensure that no data subjects have added their details to any marketing preference databases including, but not limited to, the Telephone Preference Service, the Mail Preference Service, the Email Preference Service, and the Fax Preference Service. Such details should be checked at least annually.

(23) Organisational Measures

The Company shall ensure that the following measures are taken with respect to the collection, holding, and processing of personal data:

- a) All employees, agents, contractors, or other parties working on behalf of the Company shall be made fully aware of both their individual responsibilities and the Company's responsibilities under the Regulation and under this Policy, and shall be provided with a copy of this Policy;
- b) Only employees, agents, sub-contractors, or other parties working on behalf of the Company that need access to, and use of, personal data in order to carry out their assigned duties correctly shall have access to personal data held by the Company;
- c) All employees, agents, contractors, or other parties working on behalf of the Company handling personal data will be appropriately trained to do so;
- d) All employees, agents, contractors, or other parties working on behalf of the Company handling personal data will be appropriately supervised;
- e) Methods of collecting, holding and processing personal data shall be regularly evaluated and reviewed;
- f) The performance of those employees, agents, contractors, or other parties working on behalf of the Company handling personal data shall be regularly evaluated and reviewed;
- g) All employees, agents, contractors, or other parties working on behalf of the Company handling personal data will be bound to do so in accordance with the principles of the Regulation and this Policy by contract;
- h) All agents, contractors, or other parties working on behalf of the Company handling personal data must ensure that any and all of their employees who are involved in the processing of personal data are held to the same conditions as those relevant employees of the Company arising out of this Policy and the Regulation;
- i) Where any agent, contractor or other party working on behalf of the Company handling personal data fails in their obligations under this Policy that party shall indemnify and hold harmless the Company against any costs, liability, damages, loss, claims or proceedings which may arise out of that failure.

(24) Transferring Personal Data to a Country Outside the EEA

1. The Company may from time to time transfer ('transfer' includes making available remotely) personal data to countries outside of the EEA.

2. The transfer of personal data to a country outside of the EEA shall take place only if one or more of the following applies:

- a) The transfer is to a country, territory, or one or more specific sectors in that country (or an international organisation), that the European Commission has determined ensures an adequate level of protection for personal data;
- b) The transfer is to a country (or international organisation) which provides appropriate safeguards in the form of a legally binding agreement between public authorities or bodies; binding corporate rules; standard data protection clauses adopted by the European Commission; compliance with an approved code of conduct approved by a supervisory authority (e.g. the Information Commissioner's Office); certification under an approved certification mechanism (as provided for in the Regulation); contractual clauses agreed and authorised by the competent supervisory authority; or provisions inserted into administrative arrangements between public authorities or bodies authorised by the competent supervisory authority;
- c) The transfer is made with the informed consent of the relevant data subject(s);
- d) The transfer is necessary for the performance of a contract between the data subject and the Company (or for pre-contractual steps taken at the request of the data subject);
- e) The transfer is necessary for important public interest reasons;
- f) The transfer is necessary for the conduct of legal claims;
- g) The transfer is necessary to protect the vital interests of the data subject or other individuals where the data subject is physically or legally unable to give their consent; or
- h) The transfer is made from a register that, under UK or EU law, is intended to provide information to the public and which is open for access by the public in general or otherwise to those who are able to show a legitimate interest in accessing the register.

(25) Data Breach Notification

1. All personal data breaches must be reported immediately to the Company's data protection officer.
2. If a personal data breach occurs and that breach is likely to result in a risk to the rights and freedoms of data subjects (e.g. financial loss, breach of confidentiality, discrimination, reputational damage, or other significant social or economic damage), the data protection officer must ensure that the Information Commissioner's Office is informed of the breach without delay, and in any event, within 72 hours after having become aware of it.
3. In the event that a personal data breach is likely to result in a high risk (that is, a higher risk than that described under Part 25.2) to the rights and freedoms of data subjects, the data protection officer must ensure that all affected data subjects are informed of the breach directly and without undue delay.
4. Data breach notifications shall include the following information:
 - a) The categories and approximate number of data subjects concerned;
 - b) The categories and approximate number of personal data records concerned;
 - c) The name and contact details of the Company's data protection officer (or other contact point where more information can be obtained);
 - d) The likely consequences of the breach;
 - e) Details of the measures taken, or proposed to be taken, by the Company to address the breach including, where appropriate, measures to mitigate its possible adverse effects.

(26) Implementation of Policy

This Policy shall be deemed effective as of Feb 05th 2019. No part of this Policy shall have retroactive effect and shall thus apply only to matters occurring on or after this date.