1. Definitions

"Company" means Axiom One Ltd.

"Client" means the instructing party.

"Project" means the construction project for which procurement services are provided.

"Contract Sum" means the total value of the works to be undertaken by the appointed contractor.

2. Scope of Services

The Company shall provide procurement services for Projects located within a 100 mile radius of its office at SM6 7AH. The services include:

- Review of survey(s) provided by the Client.

- Review of drawings/design and reasonable liaison with the appointed Architect and the Client's professional team.

- Production of a tender pack, including a full scope of works.

- Identification of contractors interested in pricing the Project.

- Circulation of tender documentation to selected contractors.

- Review of tenders received.

- Due diligence on the preferred contractor.

- One site visit to finalise costs.

- Issue of a tender report to the Client.

- Preparation of a contract between the Client and the selected contractor.

3. Fees

The fee for the procurement service is 5% of the Contract Sum, subject to a minimum fee of £2,500 plus VAT per Project.

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Where more than one Project is located within the same geographical area, this minimum fee shall not apply.

4. Payment Terms

50% of the fee is payable upon instruction.

The remaining 50% is payable upon completion of the procurement service (issue of the contract between Client and contractor).

All payments must be made within 14 days of invoice date. Late payments may incur interest at 4% above the Bank of England base rate.

5. Client Responsibilities

The Client shall:

- Provide all necessary surveys, drawings, and project information in a timely manner.

- Ensure the Architect and other consultants cooperate with the Company during the procurement process.

- Make all final decisions regarding the appointment of contractors.

- Accept that the Company's services are based on information provided by the

Client and its professional team. The Client is responsible for ensuring the Company is aware of all relevant information.

- Accept that reports and surveys are based on what is seen and visible. The Company will not carry out intrusive or destructive surveys.

- Accept that the Company is not responsible for the fees, services, or performance of the Architect or any other member of the Client's professional team.

6. Limitations of Liability

The Company acts solely as a procurement consultant and does not accept responsibility for the performance, workmanship, or financial standing of any contractor.

The Company shall not be liable for any indirect, consequential, or financial loss suffered by the Client.

The Company's total liability shall be capped at an amount equal to the total fees paid for the procurement service in respect of the relevant Project.

7. Termination

Either party may terminate this agreement with 14 days' written notice. In the event of termination, the Client shall pay the Company for all work reasonably carried out up to the termination date.

8. Confidentiality

Both parties agree to keep all project information confidential and not disclose it to third parties except as required for carrying out the procurement service.

9. Data Protection

The Company shall comply with all applicable data protection legislation in the United Kingdom. Any personal data collected in the course of providing the procurement service shall be processed lawfully, kept secure, and only used for the purpose of delivering the services under this agreement.

10. Force Majeure

The Company shall not be liable for any delay or failure to perform its obligations under this agreement where such delay or failure is caused by circumstances beyond its reasonable control, including but not limited to acts of God, war, civil commotion, strikes, lockouts, pandemic, or government restrictions.

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11. Governing Law

This agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the English courts.