1. Definitions

"Company" means Axiom One Ltd.

"Client" means the instructing party (Root Home or its overseas investor client).

"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 including the addition of any variations and Final account figure.

2. Scope of Services

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

• Procurement of contractors in accordance with the Company's Procurement Terms & Conditions.

• Attendance at site at reasonable intervals to review progress against programme, quality, and scope.

• Liaison with the contractor, Architect, and Client's professional team as reasonably required.

• Review and valuation of contractor payment applications/invoices on behalf of the Client.

• Issue of recommendations to the Client in respect of interim and final payments.

• Preparation of a final account summary at the completion of the Project.

3. Fees

• The fee for project delivery services shall be agreed in writing prior to commencement and may be based on a percentage of the Contract Sum or a fixed lump sum.

Axiom One Ltd, registered in the UK under registration number 12802493, at Unit 7, Vulcan House, Restmor Way, Hackbridge, SM6 7AH

• Procurement fees are as set out in the Procurement Terms & Conditions.

4. Payment Terms

• Procurement fee is 30% of the total fee. 50% payable on instruction and 50% paid on issue of contracts.

• Remaining fee to be paid at agreed intervals throughout the term of the project

• The Company reserves the right to change these terms as necessary without prior written notice

• All payments must be made within 7 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, contracts, and project information in a timely manner.

• Ensure the Architect and other consultants cooperate with the Company during the project.

• Make all final decisions regarding appointment of contractors and approval of payments.

• Accept that reports are based on visible and available information. The Company will not carry out intrusive or destructive surveys. Axiom One Ltd, registered in the UK under registration number 12802493, at Unit 7, Vulcan House, Restmor Way, Hackbridge, SM6 7AH

• Accept that the Company is not responsible for the fees, services, or performance of the Architect, contractor, or other consultants.

6. Limitations of Liability

• The Company provides a project delivery and advisory service only and is not responsible for the contractor's performance, workmanship, or financial standing.

• The Company's valuations and payment recommendations are advisory in nature. The Client remains solely responsible for authorising payments to the contractor.

• The Company shall not be liable for 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 project delivery service in respect of the relevant Project.

7. Termination

• Either party may terminate this agreement with 30 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 services.

9. Data Protection

The Company shall comply with all applicable data protection legislation in the United Kingdom. Personal data collected in the course of providing the service shall be processed lawfully, kept secure, and only used for 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.

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.