

boon brown

Terms and
Conditions

1 Definitions and Interpretation

- 1.1 Additional Fee: the amount payable by the Client to BoonBrown for the Additional Services under this Agreement.
- 1.2 Additional Fee Quotation: a quotation for extra work pursuant to clause 8.8 subject to the receipt by BoonBrown of sufficient information in order to provide the same.
- 1.3 Additional Services: the services otherwise set out in the Fee Proposal as agreed in writing by the Client and BoonBrown and any services required under a Third-Party Agreement notified by the Client to BoonBrown after the date of this Agreement.
- 1.4 Basic Fee: the amount payable by the Client to BoonBrown for the Basic Services set out in the Fee Proposal and as becoming due under this Agreement.
- 1.5 Basic Services: the services set out the Fee Proposal and any services required under a Third-Party Agreement, where a copy or relevant extract is attached.
- 1.6 BoonBrown: Boon Brown Limited including but not limited to any principals, employees and advisors associated with said companies.
- 1.7 Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.8 CDM Regulations: The Construction (Design and Management) Regulations 2015 (SI 2015/51).
- 1.9 Client: the person, company or firm for whom BoonBrown provides the Services.
- 1.10 Fee Proposal: The Fee Proposal to which these Conditions are annexed.
- i. Insolvent: a party is insolvent if: it suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 OR (being a partnership) has any partner to whom any of the foregoing apply;
- ii. it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party;
- iii. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with its winding up (being a company) other than for the sole purpose of a scheme for its solvent amalgamation with one or more other companies or its solvent reconstruction;
- iv. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed over it (being a company);
- v. the holder of a qualifying floating charge over its assets (being a company) has become entitled to appoint or has appointed an administrative receiver;
- vi. a person becomes entitled to appoint a receiver over all or any of its assets or a receiver is appointed over all or any of its assets; or
- vii. being an individual, it is the subject of a bankruptcy petition or order;
- viii. a creditor or encumbrancer of it attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within ten Business Days;
- ix. any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs (i) to (viii) above (inclusive); or
- x. it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 1.11 Fire Safety: The statutory and other standards and practices which are intended to reduce the destruction and/or harm caused by fire, including – but not limited to – those that are intended to prevent the ignition of an uncontrolled fire and those that are used to limit the development and effects of a fire after it starts.
- 1.12 Material: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Project and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Project.
- 1.13 Other Persons: any person, company or firm, other than BoonBrown or any sub-consultant of BoonBrown, including but not limited to consultants, contractors, sub-contractor specialists, statutory bodies or undertakers, approving or adopting authorities, who have performed or will perform work or services in connection with the Project.
- 1.14 Project: defined in the Fee Proposal.
- 1.15 Permitted Uses: the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, facilities management, funding, disposal, letting, fitting-out, advertisement, decommissioning, demolition, reinstatement, extension, building information modelling and repair of the Property and the Project.
- 1.16 Professional Team: BoonBrown and the organisations or individuals notified by the Client to BoonBrown.
- 1.17 Services means the services to be performed by BoonBrown specified in the Fee Proposal and as more

particularly described in the schedule of Services annexed to the Fee Proposal, which may be varied by agreement.

2 Headings, References to Persons, Legislation, Reckoning Periods of Days and Jurisdiction

- 2.1 In this Agreement then unless the context otherwise requires:
- i. The headings are included for convenience only and shall not affect the interpretation of this Agreement;
 - ii. The singular includes the plural and vice versa;
 - iii. A reference to a statute, statutory instrument or other subordinate legislation ('legislation') is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification, and including corresponding legislation in any other relevant part of the United Kingdom.
- 2.2 Where under this Agreement an action is required within a specified period of days from a specified date, that period commences immediately after that date. The period includes Saturdays and Sundays but excludes any day that is a public holiday.
- 2.3 The provisions of this Agreement are without prejudice to the respective rights and obligations of the parties and continue in force as long as necessary to give effect to such rights and obligations.
- 2.4 This Agreement is subject to the law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

3 Appointment

- 3.1 BoonBrown agree to carry out the Services, subject to the terms of this Agreement.
- 3.2 This Agreement takes effect from the date when BoonBrown begins performing the Services, regardless of the date of this Agreement.

4 Performance of Services

- 4.1 BoonBrown shall exercise reasonable skill and care in accordance with the normal standards of BoonBrown's profession in performing the Services and discharging all the obligations under this Condition.
- 4.2 BoonBrown shall:
- i. perform the Services with due regard to the Client's requirements;
 - ii. act on behalf of the Client in the matters set out or implied in this Agreement;
 - iii. if acting as Contract Administrator of a building contract, act fairly and impartially when exercising its or any power to issue certificates and award extensions of time under the Building Contract
 - iv. make no material alteration to the Services or the approved design without the consent of the Client, except in an emergency.
- 4.3 BoonBrown 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.

5 BoonBrown's Authority

- 5.1 Notwithstanding any other provision of this Agreement, other than in an emergency or with the prior written consent of the Client, BoonBrown has no authority to:
- i. make (or instruct [the Contractor or] any member of the Professional Team to make) any material alteration to the Project or its Services;
 - ii. vary, terminate or waive compliance with the terms of:
 - iii. the Building Contract; the appointment of any member of the Professional Team; or
 - iv. any Third Party Agreement;
 - v. enter into any contract, commitment or undertaking on behalf of the Client.

6 Client's Responsibilities

- 6.1 The Client:
- i. shall advise BoonBrown of the requirements and of any subsequent changes required;
 - ii. shall provide, free of charge, the information in the client's possession, or which is reasonably obtainable, and which is necessary for the proper and timely performance of the Services and BoonBrown;
 - iii. shall be entitled to rely on such information;
 - iv. shall give decisions and approvals necessary for the performance of the Services;
 - v. may issue reasonable instructions to BoonBrown;
- 6.2 The Client acknowledges that BoonBrown does not warrant:
- i. 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 time-scale;
 - ii. compliance with any programme and/or target cost for the building work which may need to be reviewed for:
 - iii. variations requested by the Client;
 - iv. variation in market prices;
 - v. delays caused by any factor beyond the control of BoonBrown;
 - vi. the discovery at any time of previously unknown conditions;
 - vii. that designs produced and/or advised upon by BoonBrown are compliant with recognised standards (statutory and otherwise) relating to Fire Safety and/or cladding suitability. The Client must rely on separate specialist expertise in this regard, and may not rely on any representation made by any agent of BoonBrown.
 - viii. the competence, performance, work, services, products or solvency of any Other Persons.
- 6.3 The Client shall:
- i. appoint and pay any Other Persons required to perform work or services under separate Agreements;
 - ii. hold the contractor or contractors and not BoonBrown responsible for the proper carrying out and completion of construction works;

- iii. not deal with the contractor or contractors directly or interfere with BoonBrown's duties or actions under the building contract.
- iv. be responsible for and warrant that all boundaries relating to the land at the Project are registered at H M Land Registry (a copy of which the Client shall make available to BoonBrown at the time of the Fee Proposal) in accordance with any site plan prepared by BoonBrown.
- v. Warrant that in respect of the land referred at clause 6.3.4 there are no rights of way or easements or covenants or other property rights that effect the Project save for those that referred to on the title to the land relating to the Project,

7 CDM Regulations

- 7.1 The Client undertakes to BoonBrown that in relation to the Project it will duly comply with applicable CDM Regulations. In particular but without limit:
- i. The Client shall ensure that it complies with any reasonable instruction of BoonBrown in performance of BoonBrown's role as Principal Designer (should BoonBrown have made provision in the Fee Proposal for it to so act in that role);
 - ii. The Client shall ensure that in performing its duties under the CDM Regulations it does so at no cost to BoonBrown; and
- 7.2 In the event BoonBrown does incur cost in complying with the CDM Regulations (insofar as any additional services are required that are not included in the Fee Proposal) the Client will reimburse BoonBrown its reasonable fees and expenses and BoonBrown will be entitled to include the same in its next invoice referred to in clause 8.11.

8 Fees and Expenses

- 8.1 The fees for performance of the Services and/or any additional services shall be calculated in accordance with this condition 8 and as specified in the Fee Proposal.
- 8.2 The Basic Fee for performance of the Services shall be:
- i. the specified percentage applied to the final cost of the building work; or
 - ii. the separate percentages specified for each work stage applied to the approved cost of the building work at the end of the previous stage; or
 - iii. the specified fixed lump sum or sums; or time charges 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 performance of the Services in travelling from and returning to BoonBrown's office; or
 - iv. any combination of these; and/or
 - v. any other agreed method.
- 8.3 Where a percentage fee applies, the percentages are applied to the current approved estimate of the cost of the building works or the contract sum. The cost shall exclude VAT, fees and any claims made by or against the contractor or contractors.

- 8.4 Lump sums, rates for time charges, mileage and printing shall be revised every 12 months in accordance with changes in the Consumer Price index. Each 12-month period commences on the anniversary of the date on which BoonBrown commenced performance of the Services.
- 8.5 The Basic Fee:
- i. shall be adjusted at the discretion of BoonBrown, including due allowance for any loss and/or expense, if material changes are made to the Brief and/or the latest approved estimate of the cost of the building work and/or the programme and/or the Services are varied by Agreement;
 - ii. shall not be adjusted for any reduction of the cost of the building works arising solely from deflationary market conditions not prevailing at the date of the Agreement. The Basic Fee shall continue to be based on the approved cost of the building works current prior to the date of such reduction.
- 8.6 If BoonBrown is involved in extra work or incurs extra expense for reasons beyond BoonBrown's reasonable control, additional fees shall be calculated on a time basis in accordance with condition 8.2.4 where:
- i. the cost of any work, installation, or equipment, for which BoonBrown performs Services, is not included in the cost for the building work; and/or
 - ii. BoonBrown is required to vary any item of work commenced or completed or to provide a new design after the Client has authorised development of an approved design; and/or
 - iii. performance of the Services is delayed, disrupted or prolonged; and/or
 - iv. any employee of BoonBrown undertakes work in connection with a dispute between the Client and a third party in relation to the Project referred to adjudication in accordance with the terms of a contract to which the Client is a party.
- 8.7 BoonBrown shall inform the Client on becoming aware that clause 8.6 will apply.
- 8.8 Unless otherwise agreed between the Client and BoonBrown (or at BoonBrown's absolute discretion) then save for extra work or extra expense incurred for reasons beyond BoonBrown's reasonable control (payment for which will be calculated in accordance with clause 8.6) then unless an Additional Fee Quotation has been accepted by the Client, the extra work shall not be carried out until the Client has in relation to it issued written acceptance.
- 8.9 The Client shall reimburse BoonBrown for expenses in the manner specified in the Fee Proposal.
- 8.10 BoonBrown shall maintain records of time spent on Services performed on a time basis and for any expenses and disbursements to be reimbursed at net cost. BoonBrown shall make such records available to the Client on reasonable request.
- 8.11 BoonBrown shall issue an invoice at intervals of not less than one month or as specified in the Fee Proposal setting

out any accrued instalments of the Basic Fee and any additional fees, expenses, disbursements, or VAT, less any amounts previously paid and stating the basis of calculation of the amounts due.

- 8.12 Payment shall be due on the date the Client receives each invoice from BoonBrown.
- 8.13 No later than five days after payment becomes due, the Client shall notify BoonBrown of the sum that the Client considers to have been due at the payment due date in respect of the payment and the basis on which that sum is calculated.
- 8.14 The final date for payment shall be 14 days after the date on which payment becomes due.
- 8.15 Unless the Client has served a notice under clause 8.16, it shall pay BoonBrown the sum referred to in the Client's notice under clause 8.13 (or, if the Client has not served notice under clause 8.13), the sum referred to in the invoice referred to in clause 8.11) (in this clause 0, the notified sum) on or before the final date for payment of each invoice.
- 8.16 Not less than five days before the final date for payment (in this clause 0, the prescribed period), the Client may give BoonBrown notice that it intends to pay less than the notified sum (in this clause 0, a pay less notice). Any pay less notice shall specify:
- i. the sum that the payer considers to be due on the date the notice is served; and
 - ii. the basis on which that sum is calculated.
- 8.17 If the Client fails to pay an amount due to BoonBrown by the final date for payment and fails to give a pay less notice under clause 8.16, then the Client shall pay interest on the overdue amount at the rate of 5% per annum above the official dealing rate of the Bank of England's current at the date that a payment due under this Agreement becomes overdue. Such interest shall accrue on a daily basis from the final date for payment until actual payment of the overdue amount, whether before or after judgment. The Client shall pay interest together with the overdue amount.
- 8.18 If performance of any or all of the Services and/or other obligations is suspended or ended, BoonBrown shall be entitled:
- i. to payment of any part of the fee and other amounts properly due; together with;
 - ii. reimbursement of any loss and/or expense properly and necessarily incurred by BoonBrown by reason of the suspension or the termination, except where BoonBrown is in material or persistent breach of the obligations of the Agreement.
- 8.19 In the event that any amounts are not paid when properly due, BoonBrown shall be entitled to simple interest on such amounts until the date that payment is received at 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 by BoonBrown (including costs of time spent by principals,

employees and advisors) in obtaining payment of any sums due under this Agreement.

- 8.20 In addition to fees and expenses, the Client shall pay any Value Added Tax chargeable on BoonBrown's fees and expenses.

9 Collateral Warranties

- 9.1 BoonBrown shall not be liable to enter into any collateral warranty in favour of any beneficiary identified by the Client.
- 9.2 In the event that BoonBrown (at its absolute discretion) agree to enter into a collateral warranty in favour of any beneficiary identified by the Client the Client undertakes to meet the reasonable expenses of BoonBrown in respect of the same (including but without limitation all legal costs incurred by BoonBrown in respect of the same).
- 9.3 The Client acknowledges and agrees that in the event BoonBrown (acting in its absolute discretion) enter into a collateral warranty in accordance with clause 9.2 then in the event that the Client fails to make payment of any sum due from the Client to BoonBrown under this Agreement any collateral warranty provided by BoonBrown in favour of any beneficiary identified by the Client will be deemed to be null and void with immediate effect.

10 Copyright Licence

- 10.1 BoonBrown shall own all intellectual property rights (including copyright) in the Material it produces in performing the Services and generally asserts BoonBrown's moral rights to be identified as the author of such work.
- 10.2 Providing that all fees and/or other amounts properly due are paid in full, the Client shall have a license to copy and use and allow Other Persons providing services to the Project to copy and use hard copies (excluding Auto CAD format files) of the drawings and documents only for purposes related to construction of the Project or its subsequent use or sale but may not be used for reproduction of the design for any part of any extension of the Project or any other project. BoonBrown shall not be liable for any of the drawings and documents other than for the purpose for which they were prepared.
- 10.3 On the Client's payment of BoonBrown's reasonable charges for providing the copy (or copies), BoonBrown may at its absolute discretion provide a copy of the Material on Auto CAD format files to the Client.
- 10.4 No part of any design by BoonBrown may be registered by the Client without the written consent of BoonBrown.
- 10.5 BoonBrown shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.

11 Liability and Insurance

- 11.1 No action or proceedings arising from the failure of BoonBrown to keep to this Agreement shall be commenced after the expiry of six years from the date of the last Services performed under this Agreement or, if

earlier, practical completion of construction of the Project or such earlier date as prescribed by law.

- 11.2 In any such action or proceedings BoonBrown's liability for loss or damage shall not exceed £1,000,000 of BoonBrown's professional indemnity insurance unless agreed otherwise within the fee proposal providing BoonBrown has notified the insurers of the relevant claim or claims as required by the terms of such insurance.
- 11.3 No employee of BoonBrown or any agent of BoonBrown shall be personally liable to the Client for any negligence, default or any other liability whatsoever arising from performance of the Services.
- 11.4 BoonBrown shall maintain until at least the expiry of the period specified in condition 11.1 professional indemnity insurance with a limit of indemnity not less than the amount or amounts specified in the Fee Proposal, provided such insurance continues to be offered on commercially reasonable terms to BoonBrown at the time when the insurance is taken out or renewed.
- 11.5 BoonBrown shall maintain that professional indemnity insurance:
- i. with reputable insurers lawfully carrying on insurance business in the UK;
 - ii. on customary and usual terms and conditions prevailing for the time being in the insurance market; and
- 11.6 BoonBrown shall not maintain insurance with regard to Fire Safety and shall not be liable for any claims arising in the context of the same.
- 11.7 Nothing in this Agreement confers 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.

12 Net Contribution

- 12.1 Without prejudice to any other exclusion or limitation of liability, damages, loss, expense or costs the liability of BoonBrown for any claim or claims under this Agreement shall be further limited to such sum as it would be just and equitable for BoonBrown to pay having regard to the extent of its responsibility for the loss or damage giving rise to such claim or claims ('the loss and damage') and on the assumptions that:
- i. all other consultants, contractors, sub-contractors, project managers or advisers engaged in connection with the Project have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations; and
 - ii. there are no exclusions of or limitations of liability nor joint insurance or coinsurance provisions between the Client and any other party referred to in this clause and any such other party who is responsible to any extent for the loss and damage is contractually liable to the Client for the loss and damage; and
 - iii. all such other consultants, contractors, sub-contractors, project managers or advisers have paid to the Client such sum as it would be just and equitable

for them to pay having regard to the extent of their responsibility for the loss and damage.

13 Suspension or Termination

- 13.1 BoonBrown may suspend or end performance of the Services and other obligations by giving at least 7 days' notice and stating the reason for doing so. Such reasons include, but are not limited to, the Client's failure to pay any fees or other amounts due by date when payment is due.
- i. If the reason for a notice of suspension arises from a default:
 - ii. which is remedied, BoonBrown shall resume performance of the Services and other obligations within a reasonable period; or
 - iii. which is not remedied by the defaulting party, the Agreement will end by giving at least 7 days' further written notice.
- 13.2 Where Services are suspended by the Client and not resumed within 3 months, BoonBrown has the right to treat performance of the Services affected as ended on giving at least 7 days' further written notice to the Client.
- 13.3 BoonBrown may immediately terminate BoonBrown's engagement under this Agreement by giving written notice to the other party if:
- i. the Client is in material breach of its obligations under this agreement and fails to remedy that breach within seven Business Days of receiving written notice requiring it to do so; or
 - ii. the Client fails to make payment to any third party employed by the Client in relation to the Project; or
 - iii. regular progress of the Project is suspended by reason of the Client failing to make payment to any third party employed by the Client in relation to the Project; or
 - iv. the Client becomes Insolvent.

14 Assignment

- 14.1 The Client shall not at any time assign the benefit of this Agreement or any rights arising under it without the prior written consent of BoonBrown.

15 Entire Agreement

- 15.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 15.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

16 Third Party Rights

- 16.1 Except as expressly provide for in clause 9, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

16.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

17 Dispute Resolution

17.1 In the event of any dispute or difference arising under the Agreement, the parties may attempt to settle the matter by negotiation or mediation.

17.2 If a dispute or difference arises under this agreement either party may refer it to adjudication in accordance with section 108 of the Housing Grants, Construction and Regeneration Act and Part 1 of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998 shall apply.

17.3 In the unlikely case of a dispute arising under the contract, you should be aware that details of approved alternative dispute resolution providers can be found through the Trading Standards Institute at www.tradingstandards.uk.

17.4 Notwithstanding any separate agreement, the adjudication provisions under clause 17.2 will take precedence.

18 Jurisdiction

18.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

19 Fees and Expenses Schedule

19.1 If in any circumstance the practice refers to hourly rates these shall be as follows:

i. Shareholding Directors =	£150.00/hr
ii. Directors =	£125.00/hr
iii. Associates =	£100.00/hr
iv. Architects/Town Planner	
Landscape Architects =	£ 90.00/hr
v. Senior Technicians =	£ 80.00/hr
vi. Part II Architectural Assistants =	£ 70.00/hr
vii. Part I Architectural Assistants =	£ 65.00/hr
viii. Technical Support/Administration =	£ 60.00/hr

Please note: these hourly rates are exclusive of VAT.

20 Expenses and Disbursements

20.1 Expenses and disbursements made on behalf of the Client, will be charged at net cost plus a handling charge of 10%.

20.2 Where applicable, travel will be charged at 45 pence per mile.

21 Consumer's Right to Cancel

CONSUMER CONTRACTS

(Information, Cancellation and Additional Charges) Regulations 2013 (the "Regulations")

THIS SECTION APPLIES TO INDIVIDUAL CONSUMERS ONLY

If the Regulations apply to you, you have the right to cancel the contract with BoonBrown within 14 days, unless the agreement appointing BoonBrown was made or confirmed by you at a meeting, or unless you have in the meantime agreed that BoonBrown can begin work in making arrangements for the Services and/or that BoonBrown can begin work.

21.1 The cancellation period will expire 14 days from the date all parties agree the contract.

21.2 To exercise the right to cancel, you must inform BoonBrown of your decision to cancel the contract by a clear statement (e.g., a letter sent by post, fax, or e-mail) to the contact details provided at the end of these terms and conditions. You may use the attached model cancellation form, but it is not obligatory.

21.3 To meet the cancellation deadline, it is sufficient for you to send your communication exercising your exercise of the right to cancel before the cancellation period has expired.

21.4 If you cancel the contract with BoonBrown, you will be reimbursed all payments received from you in connection with your appointment of BoonBrown.

21.5 The reimbursement will be made without undue delay, and not later than 14 days after the day on which BoonBrown was informed about your decision to cancel the contract.

21.6 The reimbursement will be made using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

21.7 If you requested BoonBrown to begin work in connection with the Services or BoonBrown begins the performance of the Services during the cancellation period and then subsequently exercise your right of cancellation during the cancellation period, you shall pay an amount which is in proportion to what work has been performed by BoonBrown until you have communicated to BoonBrown your cancellation of the contract, in comparison with the full contracted service.

21.8 You have no right to cancel this Contract once it has been fully performed, provided you have expressly requested that the supply of the services should begin during the cancellation period and acknowledged that your cancellation rights will be lost once the BoonBrown has fully performed the service.

CANCELLATION FORM UNDER THE CONSUMER CONTRACTS

(Information, Cancellation and Additional Charges)

Regulations 2013 (the "Regulations")

THIS SECTION APPLIES TO INDIVIDUAL CONSUMERS ONLY

(Complete and return this form only if you wish to withdraw from the contract)

To

I/We hereby give notice that I/We cancel my/our contract for the supply of the following service

Ordered on

Name of consumer (s)

Address of consumer (s)

Signature of consumer (s) (only if this form is notified on paper)

Date

info@boonbrown.com

www.boonbrown.com

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Tunstall Hall | Bernay's Grove | London | SW9 8DF

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