

# TERMS & CONDITIONS

MAY 2024

## 1. General

Unless otherwise agreed in writing, these Standard Terms and Conditions shall apply in respect of all services provided by ONH (as the trading name of RCOH Ltd) to its clients ("Client").

## 2. Services

ONH will discuss with its Client at an early stage the brief, scope of work and work programme, which together shall comprise the Services. The details of the Services shall be set out in a written quotation ("Quotation") by letter or email and referenced in an engagement letter ("Engagement Letter"). The Engagement Letter, these Standard Terms and Conditions, and our Privacy Policy shall together comprise ONH's appointment ("Appointment"). The Quotation will normally confirm the name and status of the person who is responsible for the day to day management of the project ("Project Leader"). ONH reserves the right to change the Project Leader and staff involved with the project from time to time, having regard for continuity in the provision of the Services.

## 3. Quality

ONH will use reasonable skill, care and diligence in carrying out the Services and in the discharge of its obligations under the Appointment, in accordance with the professional town planning and architecture standards as defined by the Royal Town Planning Institute and Royal Institute of British Architects respectively. Any concerns about the quality of the Service should be raised in the first instance with the Project Leader and then, if deemed necessary by the Client and/or Project Leader, with the ONH Managing Director. At the conclusion of a project, ONH may contact the Client to seek views on the quality of service provided.

## 4. Fees

The fee payable or the basis of calculation will be set out in the Quotation to which the Engagement Letter refers. Unless otherwise agreed, the Quotation will be valid for acceptance for a period of 3 months from the date of issue.

In calculating fees ONH will take account of various factors including the complexity of a project, the specialist knowledge and responsibility involved. ONH charges for time spent in meetings with the Client and others, travelling time, research, considering, preparing and working on designs, reports, drawings and correspondence, making and receiving telephone calls and all other time spent dealing with a project including IT and production support.

Unless otherwise stated in the Engagement Letter expenses will be charged in addition to fees on the basis set out in the Quotation. These include expenses reasonably incurred in performance of the Services such as travelling costs, subsistence and courier services and disbursements such as car mileage, reprographic and report production charges.

Fees for additional services required by the Client will be based on those agreed with ONH at the time of the Appointment. The Client may agree with the Project Leader variations to the scope of work and fee set out in the Quotation prior to those variations being undertaken.

All time charges and disbursement rates are subject to review on an annual basis.

Payment shall be made by the Client to ONH (using the RCOH Ltd bank account) within 30 days of the date of invoice. ONH reserves the right to charge statutory interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, on any overdue account.

All sums payable are exclusive of Value Added Tax which will be applied to all invoices at the prevailing rate.

## **5. Liability**

ONH shall make every reasonable effort to complete a project in a timely manner and within any time estimate provided. However, it is not always possible, given the nature of the Services, to foresee what period of time will be required to complete a project and time shall not be the essence.

The liability of ONH for loss or damage suffered by the Client arising from or under this Appointment in contract, or in tort, or for any breach of statutory duty or howsoever arising will be limited to the amount recovered by ONH under its policy of professional indemnity insurance up to but not exceeding £2,000,000 for any one claim.

ONH shall have no liability to the Client:

- for any loss of profit, loss of business, loss of goodwill, failure to achieve anticipated savings or any other indirect or consequential loss whether in contract, tort or howsoever arising;
- arising from the Client, its officers, servants, agents, contractors and other consultants providing inaccurate, misleading or incomplete data, information or instructions to ONH or failing to follow ONH's advice.

No action or proceedings shall be brought in contract or in tort for any breach of statutory duty against any individual employee or director of ONH at any time.

No action or proceedings shall be commenced against ONH after the expiry of six years from the completion of the Services.

Nothing in these Standard Terms and Conditions shall limit liability in respect of death or personal injury arising from the negligence of ONH.

## **6. Confidentiality and Data Protection**

All information passing between the parties in the course of the Appointment or arising from it shall be considered confidential information. Each of ONH and the Client agrees that it shall keep in strict confidence any confidential information belonging to the other party. Such confidential information shall not be used, reproduced or disclosed to any third party other than disclosure to the parties' professional advisers and to the extent reasonably necessary for performance of each party's respective obligations under the Appointment, without the written consent of the other party unless disclosure is required by law or reasonably required by any regulatory or statutory body.

The obligations of confidentiality shall continue without limit in time and shall survive termination of the Appointment. This clause shall not apply to information, which is in the public domain other than as a result of a breach of this Appointment.

ONH's Privacy Policy, attached as Annex A to these Terms and Conditions, sets out our safeguarding policy for any personal details you share with us.

## **7. Termination and Suspension**

Upon five business days' notice the client may delay, defer or suspend the service or terminate the appointment.

ONH reserves the right to terminate the appointment upon five business days' notice should there be a breach of contract by the client or for reasons of force majeure.

ONH reserves the right to charge for time spent and for pre-agreed expenses and disbursements incurred up to the date of such termination.

## **8. Disputes, Governing Law and Jurisdiction**

Any decision of an adjudicator shall be binding, until such time as the dispute is finally resolved by legal proceedings or by agreement. The terms of this Appointment shall be governed by and construed in accordance with English law and any dispute shall be subject to the non-exclusive jurisdiction of the English courts.

## **9. Miscellaneous**

Measurements and boundaries taken from plans are dependent on the scale and accuracy of the source information. Any such information provided by ONH is for indicative purposes only and should not be used as the sole basis of a commercial decision without verification. Measurements should not be scaled from drawings prepared by ONH, which are for indicative purposes only. All measurements should be verified on site.

ONH reserves the right to charge for any reasonable legal fees incurred if a Client requests an alternative form of agreement or assignment or novation of the Appointment to another party, or any deed or warranty relating to the Appointment and provision of the Services.

ONH will be pleased to discuss provision of its reports in a form suitable for those with disabilities.

Any notice under this Appointment shall be in writing and given by sending the same by email. Notice shall be deemed to have been received two working days after sending. Notice to ONH shall be sent to its Office Address. Notice to the Client shall be sent to the addressee of the Engagement Letter.

## **ANNEX A**

### **ONH PRIVACY POLICY**

#### **1. General**

This policy explains how ONH collects and uses your personal information. Examples of your personal information would include your name and email address. By using our website or providing us with your personal information you are agreeing to this policy. This Privacy Policy only relates to personal information collected by us upon entering into an Appointment.

This Privacy Policy does not apply to personal information provided to us via any other website. Users should be aware that if they access other websites, using the links provided, these are outside our control. If you provide personal information to other companies, the privacy policies of those companies determine how the information is used and our Privacy Policy will no longer apply.

This Privacy Policy should be read alongside, and in addition to our terms and conditions. Unless otherwise defined in this Privacy Policy, terms used have the same meaning as in the Terms and Conditions.

#### **2. About Us**

In this Privacy Policy, references to “we” and “us” are to ONH (the trading name of RCOH Ltd, Registered No. 7778989, a company incorporated in England and Wales (registered number 06482545) whose registered office is, 5th Floor, 30-34 Funnival Street, London, EC4A 1JQ, who will be the controller of any personal data processed as described in this Privacy Policy.

#### **3. How do we collect information?**

We may collect information about you whenever you interact with us. For example, when you contact us regarding our services, enter into a contract with us, or engage with our social media accounts, you may specifically and knowingly provide us with your personal information.

#### **4. What information do we collect?**

When you interact with us, we may ask you to provide us with your name, email address, and telephone number.

## 5. How do we use your information?

We may use your information in a number of ways and for a number of purposes including:

- a. To provide you with information or services that you have requested from us or that we feel may be of interest to you where you have consented to being contacted e.g. where there is a change in national policy that may affect your project;
- b. To provide you with information about our work or our activities where you have consented to receive communications from us;
- c. For internal record keeping relating to any feedback or complaints;
- d. To contact you where you have been identified as a contact person for an organisation (if we hold your contact details in this way, we will only use them to contact you in your capacity as a representative of that organization);
- e. To analyse and improve the operation of our website;
- f. To comply with legal and regulatory requirements.

## 6. Marketing

We may use the information you have provided us with to contact you for marketing purposes by email. We promise to make all reasonable efforts to keep your details secure and as required by law, we will never share your details with other organisations to use for their own or marketing purposes.

ONH collects personal information as it is necessary for a contract, or because we have been asked to take specific steps before entering into a contract. This Privacy Policy forms part of the Terms and Conditions that are consented to through an Appointment. You can withdraw your consent to be contacted by ONH at any time should you wish to change your communication preferences.

## 7. Sharing of your information

ONH does not share or sell personal information about any client with third parties for the purposes of marketing, unless we are under a duty to disclose or share your information in order to comply with any legal obligation, or in order to enforce or apply our Terms and other agreements; or to protect our rights, property, or safety, our users, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

ONH requires all suppliers with access to personal information collected or maintained by us to demonstrate compliance with the relevant legislation.

## 8. Holding and storing your information

We retain personal information we collect from you where we have an ongoing legitimate business need to do so, for example, to provide you with a service you have requested, or to comply with applicable legal, tax or accounting requirements.

When ONH has no ongoing legitimate business need to process your personal information, we will either delete or anonymise it or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible. Where this is the case, we will always aim to proactively delete or anonymise data within 12 months.

## **9. Consent**

By giving us your personal information, you consent to us collecting and using that information in the ways that we describe in this privacy policy. Where we need your consent, we will always ensure that you are as fully informed as possible at the time on what we do with your information, with whom it may be shared and how long we will keep it. This is in line with the requirements of the relevant legislation. You can alter your preferences or withdraw your consent at any time as described below.

## **10. Your rights and accessing your personal data held by ONH**

You have a right to ask us to stop storing your personal information. If it is not necessary for the purpose you provided it to us for, you have a right to ask for copies of the personal information we hold about you, and details of how we use that information. If there are any discrepancies in the information we provide, please let us know and we will correct them.

You also have the right to be forgotten by us. This will involve us identifying and deleting all data held about you by us and any other partners we use to provide services to you, where this does not affect our ability to comply with applicable legal, tax or accounting requirements.

In relation to all of these rights, please email us at [info@oneillhomer.co.uk](mailto:info@oneillhomer.co.uk) in the first instance, outlining your specific request. We will then advise you of the process. This will, as a minimum, involve supplying us with proof of your identity to ensure that we only provide personal information to the right person.

We will always acknowledge your request within 5 working days and respond as fully as possible within one month of receipt. Where the request is complex we will always seek to fully respond within two months. We reserve the right to charge a fee for unfounded and excessive requests. In certain circumstances (e.g. where required or permitted by law) we might not be able to provide you with access to some of your personal information, but where appropriate we will notify you of the reasons for this. You have a right to complain to a data protection authority about our collection and use of your personal information. For more information, please contact your local data protection authority.

## 11. Our website

### Interpretation and Definitions

#### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### Definitions

For the purposes of this Privacy Policy:

- Account means a unique account created for You to access our Service or parts of our Service.
- Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Rcoh Ltd, The Office, Merriscourt, Sarsden, Chipping Norton OX7 6QX.
- Cookies are small files that are placed on Your computer, mobile device or any other device by a website, containing the details of Your browsing history on that website among its many uses.
- Country refers to: United Kingdom
- Device means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- Personal Data is any information that relates to an identified or identifiable individual.
- Service refers to the Website.
- Service Provider means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used.
- Usage Data refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- Website refers to ONeill Homer, accessible from [www.oneillhomer.co.uk](http://www.oneillhomer.co.uk)
- You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

### Collecting and Using Your Personal Data

Office Address: The Office, Merriscourt, Chipping Norton, Oxfordshire OX7 6QX  
Registered address: 5<sup>th</sup>Floor 30-34 Fumival Street London EC4A 1JQ  
Company Number: 7778989 (RCOH Ltd)



## Types of Data Collected

### Personal Data

While using Our Service, We may ask You to provide Us with certain personally identifiable information that can be used to contact or identify You. Personally identifiable information may include, but is not limited to:

Email address

First name and last name

Phone number

Usage Data

### Usage Data

Usage Data is collected automatically when using the Service.

Usage Data may include information such as Your Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When You access the Service by or through a mobile device, We may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.

We may also collect information that Your browser sends whenever You visit our Service or when You access the Service by or through a mobile device.

### Tracking Technologies and Cookies

We use Cookies and similar tracking technologies to track the activity on Our Service and store certain information. Tracking technologies used are beacons, tags, and scripts to collect and track information and to improve and analyze Our Service. The technologies We use may include:

- **Cookies or Browser Cookies.** A cookie is a small file placed on Your Device. You can instruct Your browser to refuse all Cookies or to indicate when a Cookie is being sent. However, if You do not accept Cookies, You may not be able to use some parts of our Service. Unless you have adjusted Your browser setting so that it will refuse Cookies, our Service may use Cookies.
- **Web Beacons.** Certain sections of our Service and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who

have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of a certain section and verifying system and server integrity).

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on Your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as You close Your web browser. Learn more about cookies on the Free Privacy Policy website article.

We use both Session and Persistent Cookies for the purposes set out below:

#### **Necessary / Essential Cookies**

Type: Session Cookies

Administered by: Us

Purpose: These Cookies are essential to provide You with services available through the Website and to enable You to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that You have asked for cannot be provided, and We only use these Cookies to provide You with those services.

#### **Cookies Policy / Notice Acceptance Cookies**

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies identify if users have accepted the use of cookies on the Website.

#### **Functionality Cookies**

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies allow us to remember choices You make when You use the Website, such as remembering your login details or language preference. The purpose of these Cookies is to provide You with a more personal experience and to avoid You having to re-enter your preferences every time You use the Website.

For more information about the cookies we use and your choices regarding cookies, please visit our Cookies Policy or the Cookies section of our Privacy Policy.

#### **Use of Your Personal Data**

The Company may use Personal Data for the following purposes:

- To provide and maintain our Service, including to monitor the usage of our Service.
- To manage Your Account: to manage Your registration as a user of the Service. The Personal Data You provide can give You access to different functionalities of the Service that are available to You as a registered user.

- For the performance of a contract: the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with Us through the Service.
- To contact You: To contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates or informative communications related to the functionalities, products or contracted services, including the security updates, when necessary or reasonable for their implementation.
- To provide You with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless You have opted not to receive such information.
- To manage Your requests: To attend and manage Your requests to Us.
- For business transfers: We may use Your information to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by Us about our Service users is among the assets transferred.
- For other purposes: We may use Your information for other purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Service, products, services, marketing and your experience.

We may share Your personal information in the following situations:

- With Service Providers: We may share Your personal information with Service Providers to monitor and analyze the use of our Service, to contact You.
- For business transfers: We may share or transfer Your personal information in connection with, or during negotiations of, any merger, sale of Company assets, financing, or acquisition of all or a portion of Our business to another company.
- With Affiliates: We may share Your information with Our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include Our parent company and any other subsidiaries, joint venture partners or other companies that We control or that are under common control with Us.
- With business partners: We may share Your information with Our business partners to offer You certain products, services or promotions.
- With other users: when You share personal information or otherwise interact in the public areas with other users, such information may be viewed by all users and may be publicly distributed outside.
- With Your consent: We may disclose Your personal information for any other purpose with Your consent.

## **Retention of Your Personal Data**

The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the

extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

### **Transfer of Your Personal Data**

Your information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of Your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction.

Your consent to this Privacy Policy followed by Your submission of such information represents Your agreement to that transfer.

The Company will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.

### **Delete Your Personal Data**

You have the right to delete or request that We assist in deleting the Personal Data that We have collected about You.

Our Service may give You the ability to delete certain information about You from within the Service.

You may update, amend, or delete Your information at any time by signing in to Your Account, if you have one, and visiting the account settings section that allows you to manage Your personal information. You may also contact Us to request access to, correct, or delete any personal information that You have provided to Us.

Please note, however, that We may need to retain certain information when we have a legal obligation or lawful basis to do so.

### **Disclosure of Your Personal Data**

### **Business Transactions**

If the Company is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Privacy Policy.

### **Law enforcement**

Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

### **Other legal requirements**

The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:

- Comply with a legal obligation
- Protect and defend the rights or property of the Company
- Prevent or investigate possible wrongdoing in connection with the Service
- Protect the personal safety of Users of the Service or the public
- Protect against legal liability

### **Security of Your Personal Data**

The security of Your Personal Data is important to Us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee its absolute security.

### **Children's Privacy**

Our Service does not address anyone under the age of 13. We do not knowingly collect personally identifiable information from anyone under the age of 13. If You are a parent or guardian and You are aware that Your child has provided Us with Personal Data, please contact Us. If We become aware that We have collected Personal Data from anyone under the age of 13 without verification of parental consent, We take steps to remove that information from Our servers.

If We need to rely on consent as a legal basis for processing Your information and Your country requires consent from a parent, We may require Your parent's consent before We collect and use that information.

### **Links to Other Websites**

Our Service may contain links to other websites that are not operated by Us. If You click on a third party link, You will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

### **Changes to this Privacy Policy**

We may update Our Privacy Policy from time to time. We will notify You of any changes by posting the new Privacy Policy on this page.

We will let You know via email and/or a prominent notice on Our Service, prior to the change becoming effective and update the "Last updated" date at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

### **Contact Us**

If you have any questions about this Privacy Policy, You can contact us:

By visiting this page on our website: <https://www.oneillhomer.co.uk/contact>