



Inc VAT Price List

Effective from the 6th of April 2020

We offer two standard services for designing loft conversions and extensions which are briefly explained as follows (more information is available on our [website](#)):

Option 1 is intended for customers intending to undertake building work using permitted development rights and therefore they already have the planning permission they need to undertake the proposed building work.

The Option 2 is the service intended for customers who need to apply to the local authority for planning permission before undertaking building work. We offer those customers a phased approach which allows them to initially commit to only paying for the production of drawings suitable to support a planning application with the option to upgrade to other services if planning permission is granted.

Option 1

For projects using Permitted Development Rights

If you want to develop a loft conversion project using Permitted Development Rights this is how our service will work for you:

Step 1 - Survey

One of our team will visit your property to carry out a measured survey and take photographs. He/she will need access to the loft, to every room of the house and to the outside spaces. The survey will take a few hours to perform depending on the size and complexity of the building.

Step 2 - Preparation of Planning Issue Drawings

Following the survey Planning Issue Drawings will be prepared for you showing the building as it exists now and as it is proposed to be after the building works have taken place. After you have reviewed these drawings you may want them to be revised, perhaps several times over, in order to refine the proposal to your needs. We will make these revisions until we reach the point where you are fully satisfied and ready to approve these Planning Issue Drawings for onward use.

Step 3 - Apply for a Lawful Development Certificate

Once you have approved the Planning Issue Drawings our strong advice is that that you should permit us to make an application on your behalf to the local planning authority for a document called a "Lawful Development Certificate". The purpose of applying for a Lawful Development Certificate (especially at this point) is that it will provide you with evidence the proposed works are covered by PD Rights and is therefore lawful. Just to be clear, applying for a Lawful Development Certificate is not the same process as applying for Planning Permission. An application for a Lawful Development Certificate simply seeks to ascertain whether or not the planning authority agrees that the development is lawful rather than asking for its consent. The application process usually takes 8 weeks and you will have to pay the council a fee directly for it which is currently £128. If you wish to skip this step you can but if the project is later found to be unlawful the consequences are potentially very serious and could ultimately mean having to restore the building to its original condition. We therefore advise all clients seeking to carry out work using PD Rights to obtain a Lawful Development Certificate before starting work on site.

Step 4 - Preparation of the final Project Documents

A set of final Project Documents will be prepared for you which consist of the Building Control Drawings, the Structural Calculations and a written Project Specification. These documents will be used both by Building Control to assess the project's compliance with the building regulations and by your contractors who will also use them on site during the build. We will send you these documents both by email in PDF format and in hard copy by post.

Step 5 - Submission to Building Control

The final stage of our process is an optional one in that it is a step which must be carried out by someone but sometimes that someone is not us. The Building Control Drawings and Structural Calculations need to be submitted to Building Control before works on site can begin. We can complete and submit the relevant paperwork for you or perhaps you or your contractor would

Option 2

For projects which require an application for Planning Permission

If you want to develop a loft conversion project which requires an application for Planning Permission this is how our service will work for you:

Step 1 - Survey

One of our team will visit your property to carry out a measured survey and take photographs. He/she will need access to the loft, to every room of the house/ flat and to the outside spaces. The survey will take a few hours to perform depending on the size and complexity of the building.

Step 2 - Preparation of Planning Issue Drawings

Following the survey Planning Issue Drawings will be prepared for you showing the building as it exists now and as it is proposed to be after the building works have taken place. After you have reviewed these drawings you may want them to be revised, perhaps several times over, in order to refine the proposal to your needs. We will make these revisions until we reach the point where you are fully satisfied and ready to approve these Planning Issue Drawings for onward use. Please note that we do not put forward multiple "options" or proposals unless you are willing to pay an additional fee for us to do so.

Step 3 - Apply for a Planning Permission

Once you have approved the Planning Issue Drawings we will submit an application for Planning Permission on your behalf to the local planning authority. The application process usually takes 8-12 weeks and you will have to pay the council a fee directly for it which is currently £230. If the local authority requires a design and access statement, location plan or block plan to be supplied with the application those will be included in our service. However, if the local planning authority requires some other specialist report or statement to support the application (for example if there is a risk that bats may be roosting in the loft they may ask for an ecological appraisal) then those reports/ statements are not included in our fees and you will have to employ other specialists to provide them.

Beyond Step 3....

The route beyond the submission of the planning application very much depends on the outcome of the application and the detail of the decision made by the planning authority. If the application is a success, and assuming you want to proceed further, then the final steps will be very much like steps 4-5 of a permitted development project (see above) where we produce the Building Control Drawings, Structural Calculations and Project Specification you will need to take the project forward. If the application is refused you will have other choices to make. We could make changes to the proposal and submit an additional application, you may choose to undertake an appeal or perhaps you may even want to give up on the project entirely. Whatever the outcome we will offer you our very best advice whilst fully respecting that it is your project and the final choices are of course yours to make.

PRICING

Project Type	House Size (Number of existing bedrooms)	Option 1 Projects using PD Rights	Option 2 Applications requiring Planning Permission		
			First Planning Application	Additional Planning Application	B. Regs Drawings + Str. Calcs
Loft Conversions	2	£1674	£1014	+ £360	+ £660
	3	£1794	£1074	+ £360	+ £720
	4	£2154	£1194	+ £420	+ £960
	5	£2364	£1284	+ £450	+ £1080
Single Storey Side or Rear Extensions	2	£1854	£1074	+ £420	+ £780
	3	£1974	£1134	+ £420	+ £840
	4	£2214	£1254	+ £480	+ £960
	5	£2424	£1344	+ £510	+ £1080
Single Storey Wrap Around or Side Infill Extensions*	2	N/A	£1254	+ £600	+ £1140
	3	N/A	£1314	+ £600	+ £1200
	4	N/A	£1434	+ £660	+ £1260
	5	N/A	£1614	+ £780	+ £1440

* An extension across the back and along one side of a house

** An extension to the rear of a terraced or semi-detached house where a part of the existing building projects from the main building but is not the full width of the main building and can therefore be extended to the full width of the existing building.

Though we make every effort to keep our pricing as simple and easy to understand as possible there may be instances where the above prices cannot be maintained, which is due to the huge variation there is between houses. The above prices are therefore subject to final confirmation after the project has been assessed by a member of our staff. If it is felt that there is a need to increase the price of any service above the prices given here, then a written quotation will be provided.

All documents are supplied electronically in PDF format. Only Building Control drawings are supplied in hard copy with two copies provided per project. Additional hard copies are available at a cost of £18 each per complete set.

There are some specific services which are not included in the standard package costs and are supplied only at an extra cost. Those services are as follows:

- Designs of specialist loft floor structures such as Telebeams or Flitched Floor Joists.
- Designs of specialist foundations. All prices assume strip or trench fill foundations.
- Details of ground beams (steel beams below ground level).
- Drawings to support applications for building over or connecting to public sewers or drains.
- Reports or statements to support planning applications other than Design & Access Statements.

Terms & Conditions

1. Interpretation

1.1 In these conditions the following words have the following meanings:
"Buyer" means the person(s), firm or company who purchases and/or requires the Goods or the Services from the Company;

"Building Work" means the erection or extension of a building, the material alteration of a building or the underpinning of a building;

"Building Control Body" means an authoritative body which is responsible for checking that Building Work has met the standards required by the Building Regulations. Typically a Building Control Body is either the Local Authority or an Approved Inspector from the private sector.

"Company" means All About Lofts Ltd (Company Registration Number 10201192) whose registered office is at 26 Kings Hill Avenue, Kings Hill, ME19 4AE;

"Contract" means any agreement or contract between the Company and the Buyer for the sale and purchase of the Goods or the Services, incorporating these Conditions;

"Goods" means any goods agreed in a Contract to be supplied to the Buyer by the Company (including any part or parts of them);

"Parties" means the Buyer and the Company together;

"Project Manager" means a person(s), firm or company appointed by the Buyer to represent the Buyer in its dealings with the Company.

"Quotation" means the price of the Goods as agreed in writing between the Buyer and the Company;

"Services" means any services agreed in a Contract to be supplied to the Buyer by the Company.

1.2 In these conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these conditions the headings are included for convenience only and shall not affect the interpretation of these conditions.

1.5 In these conditions including shall mean including but not limited to.

2. Application of Terms

2.1 Subject to any variation under condition 2.3 any Contract will be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of any Contract simply as a result of such document being referred to in the relevant Contract.

2.3 These conditions apply to all the Company's sales of Goods and/or Services and any variation to these conditions and any representations about the Goods and/or the Services shall have no effect unless expressly agreed in writing and signed by a director of the Company.

2.4 Each order for Goods and/or Services by the Buyer from the Company shall be deemed to be an offer by the Buyer to purchase Goods and/or Services subject to these conditions.

2.5 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order, which may take the form of a receipt, is issued by the Company or, if earlier, the Company delivers the Goods and/or provides the Services to the Buyer.

2.6 The Buyer must ensure that the terms of its order and any applicable specification are complete and accurate.

2.7 At the Company's request the Buyer may be required to provide the Company with a deposit of 50% of the total Contract value prior to the supply of the Goods or the Services. Any such deposit shall not be refundable unless the Company fails to supply the Goods or the Services.

2.8 Any Quotation is given on the basis that no contract will come into existence until the Company has accepted the Buyer's order based on the Quotation. Any Quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it by giving written notice to the Buyer.

2.9 Once the Company has accepted the Buyer's order a binding legal contract will exist.

3. Description

3.1 The description of the Goods and/or the Services shall be as set out in the Company's price list or as described in a Quotation.

3.2 All drawings, images, descriptive matter and specifications published by the Company on its website and in any advertising are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They will not form part of this Contract.

4. Delivery and Performance

4.1 Unless otherwise agreed in writing by the Company any physical delivery of the Goods shall take place at the address given by the Buyer when placing the order and any electronic delivery shall take place using the email address provided by the Buyer when placing the order.

4.2 If delivery cannot be made to the address the Buyer has requested in its order, the Company will inform the Buyer as soon as possible, in which circumstances the Company may either make such delivery to an alternative address which the Buyer may elect or refund or re-credit the Buyer for any sum that has been paid by the Buyer which has been paid for the purpose of delivery.

4.3 Any dates specified by the Company for delivery of the Goods and/or the performance of the Services are intended to be an estimate and the Company shall not be liable for any delay in delivery, collection or performance however caused. Time for delivery and/or performance shall not be of the essence unless previously agreed by the Company in writing.

4.4 If no dates are so specified, delivery and/or performance will be within 40 working days of your order or as soon as reasonable practicable thereafter.

4.5 The Buyer is referred to its right to cancel a Contract under clause 9 of these conditions. Where the Company is to provide the Services under a Contract the Company will not commence performance of the Services until 14 (fourteen) days after the day the Contract was formed has elapsed, unless there is a written agreement between the Company and Buyer to do so. If it is agreed between the Company and Buyer that the Company will perform the Services prior to expiry of 14 days from the formation of a Contract, the Buyer's right to cancel under clause 8.2 shall not apply.

4.6 Subject to the other provisions of these conditions the Company will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any reasonable or unavoidable delay in the delivery of the Goods or the supply of the Services.

4.7 If for any reason the Buyer will not accept delivery of the Goods when they are ready for delivery or collection, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations the Goods will be deemed to have been delivered.

5. Risk, Title & Intellectual Property Rights

5.1 The Goods are at the risk of the Buyer and risk shall pass to the Buyer at the time of delivery and/or collection.

5.2 Ownership in the Goods shall not pass to the Buyer until the Company has received in full all sums due to it in respect of the Goods and/or the Services and all other sums due in respect thereof. The Company reserves the right to recover the Goods if its ownership has passed.

5.3 The Intellectual Property Rights, including Copyright and Design Rights, to all material, documents, designs etc produced by the Company or employees of the Company are owned exclusively by the Company and those rights are not transferred to the Buyer as part of any Contract.

5.4 The Buyer is specifically restricted in its use of any material or documents produced by the Company, be it material or documents produced as part of the Goods or the Services sold by the Company or not, in that they may not copy, rent, loan, or publicly display any such material.

5.5 Where the Company agrees to "ghost write" material for a Buyer and includes the Buyers logo in the published work then the Buyer agrees that the Company is licensed to use the Buyers logo for this specific purpose and that the Buyer has no claim whatsoever against the Intellectual Property Rights of the full published work the ownership of which is belongs to the Company.

6. Price

6.1 Unless otherwise agreed by the Company in writing the price for the Goods and/or the Services shall be the price set out in the Company's published price list on the date of collection, delivery or deemed delivery or the price given in any Quotation issued by the Company.

6.2 Every effort is made to ensure that prices shown in the Company's price list are accurate at the time when the Buyer places its order. If an error is found, the Company will inform the Buyer as soon as possible and offer the Buyer the option of reconfirming the order at the correct price or cancelling the order. If the Buyer cancels, the Company will refund or recredit the Buyer for any sum that has been paid by the Buyer for the Goods and/or Services.

7. Payment

7.1 Payment for the Goods and the Services shall become due of the time the Company issues its invoice and shall be payable in accordance with the terms and method specified in its invoice.

7.2 If the Buyer fails to pay the Company any sum due pursuant to a Contract the Buyer will be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 3% above the base lending rate of Barclays Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

7.3 The Company reserves the right to suspend the Services or stop the delivery of the Goods and to withdraw or restrict credit facilities if any payment becomes overdue or if the Company believes that the Buyer may be unwilling or unable to pay for the Goods and/or the Services.

8. The Buyer's right of cancellation

8.1 This clause 8 applies to any Contract concluded under The Consumer Contracts Regulations 2013. Further details are available on request.

8.2 The Buyer has the right to cancel the Contract for a period of 14 days after the Contract was formed unless the Buyer has requested in writing that the Company commence performance of the Services or provides the Goods before the 14 days has expired.

8.3 Due to the bespoke nature of the Goods and the Services produced or provided by the Company no right to cancel or return shall exist beyond 14 days after the date of the Contract.

8.4 To exercise the right of cancellation, the Buyer must give written notice to the Company by hand or post or email, at the address or e-mail address shown below, giving details of the Goods and/or Services.

8.5 If the Buyer exercises the right of cancellation after the Goods have been delivered to the Buyer, the Buyer will be responsible for returning the Goods to the Company at the Buyer's own cost.

8.6 Once the Buyer has notified the Company that it is cancelling a Contract in accordance with clause 8.2 the Company will refund or recredit the Buyer within 30 days for any sum that has been paid by the Buyer for the Goods and/or Services.

9. Planning Permission

9.1. All extensions to properties require planning permission, including additions to roofs. Planning permission can either be obtained by making a Planning Application or it may already exist in the form of Permitted Development Rights. The sole responsibility for obtaining any necessary Planning Permission, or for ensuring compliance with Permitted Development Rights rests with the Buyer. The Company shall not have any liability towards the Buyer for any failure of any design or proposal to obtain Planning Permission or to comply with Permitted Development Rights.

9.2 Any advice given by the Company as to the likelihood of any particular proposal obtaining planning permission is given as opinion upon the Company's best endeavours. Therefore, any such advice is given on the condition that the Company has no liability whatsoever for the success or failure of any subsequent planning application.

9.3 If the Buyer intends that Planning Permission should be obtained by making an application for Planning Permission then, at the Buyers request, the Company will submit the application to the Local Authority on the Buyers behalf. In this situation the Buyer authorises the Company to act as its agent and agrees to either pay the associated fee levied by the Local Authority or reimburse the Company if it pays the fee on the Buyers behalf.

9.4 If the Buyer intends that Planning Permission should be provided by Permitted Development Rights then the Buyer shall ensure that such rights exist and that the proposed works are covered by such rights by making an application for a Lawful Development Certificate to the Local Authority. At the Buyer's request, the Company will submit the application to the Local Authority on the Buyer's behalf. In this situation the Buyer authorises the Company to act as its agent and agrees to either pay the associated fee levied by the Local Authority or reimburse the Company if it pays the fee on the Buyer's behalf.

9.5 If the Buyer wishes the Company to participate in a pre-application advice process or appeal process then the Company may, at its sole discretion, choose whether to participate or not in any such processes. If the Company chooses to participate then it shall have the right to charge the Buyer an agreed fee or hourly rate for the Additional Services.

10. Boundaries, Party Walls, Line of Junction, Line of Excavation etc

10.1 The Buyer is referred to the Party Wall etc Act 1996.

10.2 It is the Buyer's sole responsibility to ensure compliance with the Party Wall Act etc 1996.

10.3 It is the Buyer's sole responsibility to identify any property boundaries which are relevant.

10.4 The Company is not obliged to comply with requests made by Party Wall Surveyors. At the Companies sole discretion Additional Services may be provided as required by Party Wall Surveyors. The Company reserves the right to charge the Buyer a fee or hourly rate for any Additional Services requested by a Party Wall Surveyor.

11. Special Requirements and Constraints

11.1 It is the sole responsibility of the Buyer to identify all restrictions or constraints relating to the property where any proposed works are to take place and to obtain all necessary consents. Restrictions on the property could include Heritage Asset Status (most commonly that of a listed building or a building in a conservation area), tree preservation orders, restrictive covenants, easements, rights of way or other legal burdens upon the land or building.

11.2 Where specialist services are required which are beyond the usual scope of work offered by the Company the Buyer shall be responsible for the employment of persons required to carry out those specialist services.

12. Building Regulations

12.1 The Buyer is referred to the Building Regulations in force at the date of the Contract.

12.2 The Buyer is solely responsible for ensuring that any Building Work is carried out in accordance with the Building Regulations and for appointing an appropriate Building Control Body to approve any such Building Work.

12.3 Any document supplied by the Company to the Buyer which has been labelled as "Building Control Drawings" and/or "Structural Calculations" shall be submitted by the Buyer to a Building Control Body appointed by the Buyer in advance of any Building Work taking place to which they relate. Such documents shall be made subject to a "full plans" approval or equivalent in advance of any Building Works taking place. Should the Buyer choose to proceed with Building Work without first obtaining "full plans" approval then it does so entirely at its own risk.

12.4 At the Buyer's request, the Company will submit an application for Building Control Approval to the Buyers chosen Building Control Body on the Buyer's behalf. In this situation the Buyer authorises the Company to act as its agent and agrees to either pay the associated fee levied by the Building Control Body or reimburse the Company if it pays the fee on the Buyers behalf.

13. Surveys and Drawings

13.1 Where the Company undertakes a survey of a property as part of the Services provided to the Buyer the Service is limited strictly to a non-intrusive visual survey.

13.2 Any area identified on any drawing produced by the Company as being an area where new structural work are to be transferred shall be confirmed by the Buyer prior to the commencement of any Building Work. Such areas would include load bearing walls, lintels, beams, columns, piers, foundations etc. The Buyer may need to carry out intrusive works to expose



these areas and any such works shall be undertaken at the Buyers sole expense.

13.3 Any underground drainage shown on any drawing produced by the Company shall be considered only as indicative as to the likely presence of underground drainage. The Buyer shall have the sole responsibility of establishing the full extent, layout, direction of flow, depth and suitability of the existing drainage network prior to the commencement of any Building Work. The Buyer may need to carry out intrusive works to expose these areas and any such works shall be undertaken at the Buyers sole expense.

13.4 Any dimension on any drawing supplied by the Company as part of the Goods or the Services are intended for design and calculation purposes only and are not intended to be used for setting out. The Buyer shall confirm all dimensions on site and report any discrepancies to the Company.

14. Right to remedy

14.1 In the event that the Buyer becomes aware of any breach by the Company of the terms of a Contract the Buyer shall notify the Company as soon as reasonably practicable following it becoming aware of such breach and (if remediable) afford the Company not less than 30 days following such notification, the opportunity for the Company to remedy such breach.

15. Warranty

15.1 All warranties, conditions and other terms that would otherwise be implied by statute or common law relating to the Goods and/or Services and their performance, are hereby excluded to the fullest extent permitted by law (this shall not affect a consumer's statutory rights).

16. Data protection

16.1 The Company will take all reasonable precautions to keep the details of the Buyer's order and payment secure, but unless the Company is negligent, the Company will not be liable for unauthorised access to information supplied by the Buyer.

16.2 The Company would like to notify the Buyer of products and offers that may be of interest to the Buyer from time to time. If the Buyer would not like to be notified of these then they should inform the Company in writing. The Buyer can correct any information about itself, or ask for information about it to be deleted, by giving written notice to the Company.

17. Entire Agreement

17.1 The Parties acknowledge that the contents of these conditions and a relevant Contract, contains the entire understanding and agreement between the Parties in relation to the matters referred to therein and supersedes any prior agreement between the Parties whether oral or written.

17.2 Each of the Parties acknowledges that it has not relied upon or been induced to enter into a relevant Contract by any representation other than a representation expressly set out in such Contract and neither Party shall be liable to the other in equity, contract, tort, under the Misrepresentation Act 1967 or in any other way for any representation not expressly set out in such Contract, provided that nothing in these conditions shall affect a Party's liability in respect of any fraudulent misrepresentation.

18. Assignment

18.1 The Buyer shall not be entitled to assign any Contract or any part of such Contract without the prior written consent of the Company.

18.2 The Company may assign the Contract or any part of it to any person, firm or company.

19. Force Majeure

19.1 The Company reserves the right to defer the date of delivery and/or the performance of the Services or to cancel the Contract (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, riot, terrorism, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials. Provided that, if the event in question continues for a continuous period in excess of 90 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

20. General

20.1 Each right or remedy of the Company under a Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

20.2 If any provision of a Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of such Contract and the remainder of such provision shall continue in full force and effect.

20.3 Failure or delay by the Company in enforcing or partially enforcing any provision of a Contract will not be construed as a waiver of any of its rights under such Contract.

20.4 Any waiver by the Company of any breach of, or any default under, any provision of a Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of such Contract.

20.5 Either the Buyer nor the Company intend that any term of such a Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

20.6 The formation, existence, construction, performance, validity and all aspects of any Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

21. Communications

21.1 All communications between the parties relating to a Contract must be in writing and delivered by hand or sent by pre-paid first class post to:

21.1.1 (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or

21.1.2 (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of a Contract or such other address as shall be notified to the Company by the Buyer.

21.2 Communications shall be deemed to have been received:

21.2.1 if sent by pre-paid first class post, 5 Working Days after posting (exclusive of the day of posting);

21.2.2 if delivered by hand, on the day of delivery;

21.3 Any instruction, direct or indirect, agreement, comment, notification or communication made by any Project Manager representing the Buyer is to be taken by the Company as coming from the Buyer.

22. Limitation of Liability

22.1 Subject to clause 15, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

22.1.1 any breach of these conditions; and

22.1.2 any representations, statement or tortious act or omission including negligence arising under or in connection with the Contract.

22.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by Section 12 of the Sale of Goods Act 1979) are to the fullest extent permitted by law excluded from the Contract.

22.3 Nothing in these conditions excludes or limits the liability of the Company for the death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

22.4 Subject to conditions 22.2 and 22.3:

22.4.1 the Company's total liability in contract tort (including negligence or breach of statutory duty) misrepresentation or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to £200.00; and

22.4.2 the Company shall not be liable to the Buyer for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

All About Lofts Ltd

Registered address: 26 Kings Hill Avenue, Kings Hill, Kent, ME19 4AE

Registered in England No. 10201192