

Terms and Conditions for Subscription Services PF & Co Construction LTD

1. Introduction Welcome to PF & Co Construction LTD. These Terms and Conditions govern your subscription to our construction design services ("Services") and form a binding agreement between you ("Subscriber", "you") and PF & Co Construction LTD ("we", "us", "our"). By subscribing to our Services, you agree to these Terms and Conditions.

2. Eligibility Criteria Our Services are available to both consumers and business users. By agreeing to these Terms and Conditions, you confirm that you have the authority to enter into this agreement on behalf of yourself or your organization.

3. Subscription Details and Token Allocation Our subscription service provides flexible project management through a token system, where:

- Standard items (e.g., beams, rafters) count as 1 token.
- Calculation report & Risk Assessment packages are 2 tokens.
- Projects requiring over 3 drawings will also count as 2 tokens.
- Temporary works design will have a pre-agreed token allocation.

4. Payment, Renewal, and Cancellation

- Monthly payments are due at the start of each month.
- The subscription term lasts 12 months, ending automatically. Renewal requires a new agreement.
- Cancellations within the term incur fees based on token usage (£78 inc VAT per token, plus a 10% admin fee).
- The 30-day money-back guarantee covers the first project up to 10 tokens.

5. Data Protection and Privacy We are committed to protecting your privacy and personal data. All personal information collected and used will be handled in compliance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018. For more detailed information, please refer to our Privacy Policy.

6. Dispute Resolution In the event of a dispute, the parties will seek resolution through mutual negotiation. If unresolved, disputes will be submitted to mediation or, as a last resort, to the jurisdiction of the UK courts.

7. Limitation of Liability PF & Co Construction LTD's liability for losses or damages arising out of or in connection with the Services shall be limited to the total amount paid by the Subscriber for the subscription. We shall not be liable for any indirect or consequential losses.

8. Changes to Services or Terms We reserve the right to modify the Services or these Terms and Conditions. Subscribers will be notified of significant changes at least 14 days in advance.

9. Force Majeure Neither party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout, or interruption or failure of electricity or telephone service.

10. Governing Law and Jurisdiction These Terms and Conditions and any disputes arising out of or related to the Services shall be governed by and construed in accordance with the laws of the United Kingdom, with exclusive jurisdiction granted to the UK courts.

11. Miscellaneous Provisions

- **Severability:** If any part of these Terms and Conditions is found to be unenforceable, the remainder will continue in effect.
- **Entire Agreement:** These Terms and Conditions constitute the entire agreement between the parties regarding its subject matter.
- **Waiver:** Failure by either party to enforce any part of this agreement does not constitute a waiver of rights.

12. Termination by PF & Co Construction LTD PF & Co Construction LTD reserves the right to terminate the subscription and cease providing Services with immediate effect under certain conditions, including but not limited to:

- Non-payment or late payment by the Subscriber.
- Breach of any terms or conditions by the Subscriber.
- Any act or omission by the Subscriber that could adversely affect PF & Co Construction LTD's reputation or operations.

Upon termination for the reasons above, PF & Co Construction LTD will notify the Subscriber in writing, outlining the reason for termination. Any pre-paid subscription fees for periods after the termination will be refunded on a pro-rata basis, except in cases of breach by the Subscriber, where PF & Co Construction LTD reserves the right to apply charges as detailed in Section 4 (Payment, Renewal, and Cancellation).

Subscribers affected by such termination may contact PF & Co Construction LTD within 14 days of receiving the termination notice to seek clarification or dispute the termination, whereupon PF & Co Construction LTD will review the case and provide a final decision.

13. Selling and Transferring of Tokens

- **Permissibility:** Subscribers are permitted to sell or transfer their unused tokens to other eligible subscribers or third parties. This allows for flexibility and ensures that subscribers can optimize the value of their subscription, even if their project needs change.
- **Process:** To sell or transfer tokens, the Subscriber must notify PF & Co Construction LTD in writing, providing details of the recipient (the individual or entity to whom the tokens are being transferred) and the number of tokens being transferred. The recipient must meet the eligibility criteria set forth in Section 2 of these Terms and Conditions and agree to be bound by all applicable terms and conditions.
- **Approval:** All sales or transfers of tokens are subject to approval by PF & Co Construction LTD. This approval process is necessary to ensure that the recipient is informed of and agrees to adhere to our Terms and Conditions. PF & Co Construction LTD reserves the right to refuse the transfer of tokens to any party for any reason.
- **Consequences of Transfer:** Once the transfer is approved and completed, the original Subscriber will relinquish all rights to the transferred tokens. The recipient will assume all benefits and responsibilities associated with the tokens, including the completion of any projects initiated using those tokens.
- **Fees:** PF & Co Construction LTD may charge an administrative fee for processing the sale or transfer of tokens. This fee will be communicated to the Subscriber at the time of their request.
- **Limitations:** Subscribers are reminded that tokens cannot be sold or transferred in violation of applicable laws, including but not limited to laws relating to money laundering, fraud, or other illegal activities. PF & Co Construction LTD will cooperate with law enforcement and take necessary actions if any sale or transfer of tokens is found to be involved in such activities.

14. Confirmation of Understanding and Agreement By subscribing to our Services, you, the Subscriber, confirm that you have read, understood, and agree to be bound by these Terms and Conditions, including any and all documents incorporated herein by reference. This confirmation is a prerequisite for the use of our Services and is integral to the contractual agreement between you and PF & Co Construction LTD.

15. Electronic Signatures and Transactions PF & Co Construction LTD and the Subscriber agree that electronic signatures, records, and transactions are deemed equivalent to handwritten signatures and physical records, and shall be legally binding upon both parties. This agreement is in compliance with the UK Electronic Communications Act 2000 and other applicable laws pertaining to electronic signatures and transactions. The use of electronic means

for signing agreements, notices, and other documents related to this subscription service is hereby accepted as binding and valid.

16. Severability and Non-waiver

- **Severability:** If any provision of these Terms and Conditions is determined to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such provision shall be amended to achieve as nearly as possible the same economic effect as the original provision and shall not affect the validity or enforceability of any remaining provisions.
- **Non-waiver:** The failure of PF & Co Construction LTD to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision. Any waiver of any provision of these Terms and Conditions will be effective only if in writing and signed by PF & Co Construction LTD.

Contact Us For any inquiries or questions regarding these Terms and Conditions, please contact us directly.