

# Terms of Service

This is a formal document for the use of FramePhaseStudio to publicly notify of prerequisite information about our terms and the rights reserved to FramePhaseStudio. This document will be physically provided to the people we provide our Services to for contractual purposes and is mandatory for the recipient to acknowledge this document.

These Terms of Service (“Terms”) govern all services provided by FramePhaseStudio (“FPS”, “we”, “our”) to the client (“Client”, “you”). By signing this document, the Client acknowledges that they have read, understood, and agreed to these Terms.

## 1.0 Definitions:

1.1 - “Client” refers to the recipient of paid services provided solely by FramePhaseStudio

1.2 - “Services” refers to spatial design and online administrative services (e.g., invoicing) provided by FramePhaseStudio.

1.3 - “Designers” refers to employees of FramePhaseStudio involved in the provision of Services.

1.4 - “Owner” refers to the proprietor of FramePhaseStudio, Jan Szczesny.

1.5 - “FramePhaseStudio” or “FPS” refers to the provider of all Services described herein.

## 2.0 Prerequisite information:

### 2.1 - Scope of Services -

FramePhaseStudio are not licensed as architects under the **Architects Registration Board (ARB)**, and therefore do not provide architectural services as defined under the Architects Act 1997. FramePhaseStudio states this information publicly and actively notifies all Clients prior to signing documentation.

FramePhaseStudio provides preliminary and conceptual design services only. Services are limited to early-stage spatial studies, illustrative drawings, and presentation materials intended for conceptual and planning stage discussion purposes. FramePhaseStudio does not provide architectural services as defined by the **Architects Registration Board (ARB)**, nor technical design, construction drawings, structural design, regulatory compliance certification or site supervision services.

### 2.2 - No construction or technical reliance -

All drawings, models, and design materials produced by FramePhaseStudio are conceptual in nature and are not suitable for construction, technical development, building control approval, structural calculation, or regulatory submission without independent review and verification by a qualified and appropriately licensed professional.

The Client agrees that no construction, procurement, or technical decisions shall be made in reliance upon the Deliverables without such independent verification.

### 2.3 - Third-Party Reliance Exclusion -

The Deliverables are produced solely for the benefit of the Client named in this Agreement. No third party shall be entitled to rely upon any Deliverables without the prior written consent of FramePhaseStudio.

FramePhaseStudio accepts no responsibility for any loss arising from unauthorised use, adaptation, or reliance by third parties.

### 2.4 - Limitation of Liability -

To the fullest extent permitted by law, FramePhaseStudio's total aggregate liability arising under or in connection with the Services shall be limited to the total fees paid by the Client for the specific Services giving rise to the claim.

FramePhaseStudio shall not be liable for any indirect, consequential, special, or economic loss, including but not limited to loss of profit, loss of opportunity, or development value.

## 2.5 - Planning Risk Acknowledgement

The Client acknowledges that planning approval is subject to the discretion of the relevant local authority and is influenced by planning policy, third-party objections, and factors beyond the control of FramePhaseStudio.

FramePhaseStudio does not warrant or guarantee planning approval.

Where instructed, FramePhaseStudio may act solely as the Client's agent for the purpose of preparing and submitting planning applications. This does not supersede the Client as the applicant of the relevant application. FramePhaseStudio does not assume responsibility for statutory decisions made by planning authorities.

The Client remains responsible for statutory compliance within the application and relevant usage of the Services provided within third-party usage.

## 2.6 - Client Responsibility Clause -

The Client acknowledges that preliminary design work is exploratory in nature and subject to further technical development, regulatory review, and feasibility confirmation by qualified professionals.

The Client remains responsible for obtaining all necessary statutory approvals and professional verifications prior to construction or implementation.

## 2.7 - Aggregate Liability Cap-

**FramePhaseStudio's total aggregate liability shall not exceed the total fees paid for the Services giving rise to the claim.**

## 3.0 Rights reserved by FramePhaseStudio:

3.1 - Work provided by FramePhaseStudio will have required accreditation on documents, such as the credentials of FramePhaseStudio, legally reserved name "FramePhaseStudio" and the

name of the designer providing the Services. Any attempt at removing the accreditation from FramePhaseStudio on the Services provided by any entity is a break of Terms of Service.

However, this does not forbid the accreditation of any other entities making use of FramePhaseStudio Services in addition to the FramePhaseStudio rights; This includes but is not limited to:

- Architectural bodies that may use FramePhaseStudio's preliminary design work in later development of the provided site.
- Any entities providing "3D rendering" Services making use of FramePhaseStudio's work to provide their Services to the Client.

In cases like these, the other entities may include their own accreditation, provided FramePhaseStudio's attribution remains visible in all public uses.

3.2 - Payment for all services is due within fourteen (14) calendar days from the date of invoice. FramePhaseStudio reserves the right to withhold deliverables until payment is received. No late payment fees will be applied.

## 4.0 Rights granted to the recipient:

4.1 - This document is publicly available and is not required to keep any information on this document classified. If the Client does not sign under this document, they reserve the right to not follow any required Terms of Service and FramePhaseStudio may not use any clauses stated as to consider the contract void.

4.2 - The Client reserves their right to privacy. Public uses of the Services provided to the Client by FramePhaseStudio are not to be used publicly on the [FramePhaseStudio.xyz](https://www.framephastudio.xyz) website without permission granted by the Client. An example of this is:

- Documentation or showcase of any interior photography on the website
- Any use of Address and legal names stated on the FramePhaseStudio website

Public use of the Services provided will be confirmed by the Client before usage by FramePhaseStudio and any sensitive information will be kept confidential unless stated otherwise by the Client.

However, this does not protect any drawings or designs that do not include sensitive information, such as models or drawings provided by FramePhaseStudio that do not compromise the location, Ownership, date or interior design of the site.

4.3 - Before declaring a breach of these Terms, FramePhaseStudio will issue at least two written notices within a fourteen (14) day period. If the Client fails to respond or remedy the issue, FramePhaseStudio may terminate the agreement.

4.4 - following clause [4.3], Lack of communication alone shall not be considered a breach if the Client continues to comply with these Terms and payment obligations.

## 5.0 Governing Law and Jurisdiction:

5.1 - These Terms of Service and any dispute or claim in connection with them or their clauses shall be governed by accordance with the laws of England and Wales if requested by either party.

5.2 - Both FramePhaseStudio and the Client agree that the courts of England and Wales shall have exclusive jurisdiction to settle claims in connection with these Terms or their clauses.

## 6.0 Entire Agreement:

6.1 - These Terms of Service constitute the entire agreement between FramePhaseStudio and the Client and supersede all prior discussions, correspondence, proposals, or understandings, whether written or oral, relating to the subject matter herein.

6.2 - No amendment or modification of these Terms shall be valid unless made in writing and signed by both the Client and an authorised representative of FramePhaseStudio.

## 7.0 Severability:

7.1 - If any provision or part-provision of these Terms is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable.

7.2 - If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

7.3 - Any modification or deletion under this clause shall not affect the validity and enforceability of the remaining provisions of these Terms.

## 8.0 Notices

8.1 - All formal notices or communications while under these terms will be sent through email address by both parties.

8.2 - All notices sent via email shall be deemed received the day of transmission.

# Signature

Client Name:

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Signature:

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Date:

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FramePhaseStudio Representative:

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Representative Signature:

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Date:

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**FramePhaseStudio**

Jan Szczesny

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