



TERMS OF USE & TERMS OF SERVICE

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Document Status: Public Terms of Use & Terms of Service Statement

Applies Globally: Subject to applicable local mandatory law

1. ABOUT THESE TERMS

These Terms of Use & Terms of Service ("Terms") govern access to and use of digital services made available by Engineering Projects TM LTD ("EPTM LTD", "we", "us" or "our"), including, where applicable:

- our website;
- mobile applications;
- progressive web applications;
- digital catalogues;
- enquiry forms;
- consultation–request facilities;
- digital information services;
- online content; and
- other digital services, features or facilities that EPTM LTD may make available from time to time.

Different services may be subject to additional service–specific terms, eligibility requirements, instructions, technical requirements, quotations, contracts or other conditions. Where such terms expressly apply to a particular service, they should be read together with these Terms. In the event of a direct conflict, the service–specific contractual terms will govern that service to the extent of the conflict, subject to applicable mandatory law.

2. ACCEPTANCE

By accessing or using an EPTM LTD digital service, the user agrees to comply with these Terms to the extent permitted by applicable law.

If a user does not agree with these Terms, the user should discontinue use of the relevant service.

Where a service requires acceptance of additional terms, completion of registration, submission of information, payment, or another express acceptance mechanism, the user may also be required to accept those applicable conditions before using that service.

3. INFORMATIONAL CONTENT

Information published through EPTM LTD's digital services may include:

- service descriptions;
- technical information;
- company information;
- software capabilities;



- portfolio information;
- educational content; and
- promotional information.

Such information is generally provided for information and communication purposes.

EPTM LTD may update, correct, remove or modify digital content where reasonably necessary. Publication of information does not constitute a representation that the information is suitable for every project, jurisdiction, application or individual circumstance.

4. PROFESSIONAL SERVICES

EPTM LTD provides professional services that may include:

- architecture;
- engineering;
- interior design;
- facade design and engineering;
- construction consultancy;
- project management;
- technical consultancy;
- technical peer reviews;
- engineering assessments;
- design reviews; and
- technical reporting.

A digital description of a service does not itself constitute an engagement or contract for professional services.

5. FORMAL ENGAGEMENT

Professional services are provided only pursuant to an applicable:

- engagement;
- proposal;
- quotation;
- contract;
- purchase order;
- statement of work; or
- other agreed contractual arrangement.

The applicable contractual document will determine the precise scope, deliverables, fees, programme and responsibilities.

Where a service-specific document contains requirements relating to eligibility, technical specifications, client responsibilities, acceptance, cancellation, payment, refunds, delivery,



limitations or other operational matters, those requirements will apply to that service in addition to these Terms.

6. QUOTATIONS AND ESTIMATES

Unless expressly stated otherwise, information described as an:

- estimate;
- indicative cost;
- budget;
- preliminary assessment; or
- indicative programme

is not a binding quotation.

A binding quotation, where issued, is subject to the terms, validity period, assumptions, exclusions and conditions expressly stated in that quotation.

7. TECHNICAL INFORMATION

Users must not treat general website or application content as a substitute for project-specific professional advice.

Project-specific decisions should be based upon the applicable professional engagement and relevant project information.

Technical information may depend upon assumptions, standards, codes, site conditions, client-provided information, software versions or other circumstances that may change.

8. TECHNICAL PEER REVIEWS

A technical peer review is limited to the scope agreed for that review.

A peer review does not automatically constitute:

- statutory approval;
- certification;
- complete redesign;
- exhaustive investigation;
- construction supervision;
- guarantee of performance; or
- guarantee of safety.

Any additional scope must be expressly agreed.



9. NO-FEE CONSULTATIONS

Where EPTM LTD advertises no-fee consultations, the consultation is subject to:

- availability;
- reasonable scope;
- professional competence;
- applicable law; and
- any stated limitations.

A no-fee consultation does not automatically create an ongoing professional engagement.

EPTM LTD may decline, limit, reschedule or discontinue a consultation where the requested subject matter is outside the available scope, expertise, resources or applicable legal requirements.

10. NO-FEE SAFETY REVIEWS

Where EPTM LTD provides selected no-fee safety-related technical assistance, including seismic, wind or fire-safety reports or peer reviews, the scope will be determined on a case-by-case basis.

Such assistance does not replace statutory approvals or legally required professional services.

11. INTELLECTUAL PROPERTY

Unless otherwise stated, EPTM LTD owns or has lawful rights to use the intellectual property contained in its digital services, including:

- text;
- graphics;
- logos;
- photographs;
- designs;
- presentations;
- software-related content;
- documents; and
- branding.

Users must not reproduce, distribute, modify or commercially exploit protected material without appropriate permission.

Nothing in these Terms transfers ownership of EPTM LTD intellectual property to a user.

Where third-party intellectual property is used, the applicable third-party rights and restrictions remain applicable.



12. CLIENT MATERIAL

Where users provide information, documents or materials to EPTM LTD, users must have appropriate authority to provide them.

Users should not knowingly submit material that:

- infringes third-party rights;
- contains unlawful content;
- contains malware; or
- improperly discloses confidential information.

To the extent reasonably necessary to provide, administer, review, secure, improve or document the relevant service, the user grants EPTM LTD a non-exclusive, worldwide, royalty-free licence to host, store, reproduce, process, transmit and otherwise use user-submitted material solely for those purposes and for purposes otherwise expressly agreed with the user or permitted by law.

This licence does not transfer ownership of the user's material to EPTM LTD. Users remain responsible for ensuring that they possess the rights and permissions necessary for the material they submit.

EPTM LTD may remove, restrict or decline to process submitted material where reasonably necessary because of legal requirements, security concerns, suspected infringement, misuse, technical limitations or violation of these Terms.

13. PROHIBITED USE

Users must not:

- unlawfully access systems;
 - interfere with digital services;
 - introduce malware;
 - attempt unauthorised access;
 - misuse forms;
 - impersonate another person;
 - submit fraudulent information;
 - infringe intellectual-property rights;
 - use services unlawfully;
 - circumvent technical restrictions or access controls;
 - knowingly submit malicious, deceptive or materially misleading information; or
 - use a digital service in a manner that could reasonably damage, overload, disrupt or compromise the service or other users.
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14. USER ACCOUNTS AND REGISTRATION

Where an EPTM LTD service requires an account or registration, the user must provide information that is accurate, current and not knowingly misleading.

Unless expressly permitted by the relevant service, account credentials are personal to the registered user and must not be sold, transferred or knowingly shared.

Users are responsible for taking reasonable steps to protect passwords, authentication information and other account credentials and should notify EPTM LTD promptly where they reasonably suspect unauthorised access or misuse.

EPTM LTD may require verification, additional information, password changes or other reasonable security measures where necessary to protect an account or service.

EPTM LTD does not guarantee that every account, registration or requested recovery will be available or successful in every circumstance.

15. USER-GENERATED CONTENT AND MODERATION

Where a digital service permits users to submit, upload, publish or otherwise provide content, EPTM LTD may review, moderate, restrict, remove or refuse such content where reasonably necessary to:

- comply with law;
- protect users or third parties;
- protect intellectual-property or other rights;
- address security or technical risks;
- prevent fraud, abuse or misuse; or
- enforce these Terms or applicable service-specific terms.

EPTM LTD is not required to monitor every submission continuously.

Where reasonably practicable and legally appropriate, EPTM LTD may provide an explanation for material removed or restricted. Any review or appeal process, where offered, may be subject to the relevant service-specific procedure.

16. THIRD-PARTY SERVICES

EPTM LTD's digital services may contain links, integrations, embedded content, payment facilities, communication tools, software, hosting services or other connections to third-party services.

EPTM LTD is not responsible for third-party services outside its control.

Third-party services may have separate terms, privacy policies, security practices, fees and operating conditions.

A user's interaction with a third-party service is generally subject to the third party's applicable terms and policies. EPTM LTD does not necessarily endorse or guarantee the availability, accuracy, security or performance of third-party services.



17. AVAILABILITY

EPTM LTD seeks to maintain reliable digital services but does not guarantee uninterrupted availability.

Services may occasionally be unavailable due to:

- maintenance;
- updates;
- technical failures;
- cybersecurity incidents;
- third-party failures; or
- circumstances beyond reasonable control.

EPTM LTD may modify, suspend, replace or discontinue a digital service or feature where reasonably necessary, subject to applicable contractual and mandatory legal rights.

18. ACCURACY OF INFORMATION

EPTM LTD seeks to keep published information accurate and current.

However, technical, commercial and regulatory information may change.

Users should obtain project-specific confirmation where accuracy is material to a decision.

No general digital content should be relied upon as a substitute for information contained in a specific professional engagement, quotation, contract or other applicable service documentation.

19. PAYMENTS, CANCELLATIONS AND REFUNDS

Where an EPTM LTD digital service involves online payment, purchase, subscription, booking, deposit or another financial transaction, the applicable service-specific payment terms, quotation, order terms or checkout information will govern the transaction.

Those terms may specify applicable:

- prices and taxes;
- payment methods;
- payment timing;
- order or booking confirmation;
- cancellation conditions;
- delivery or service commencement;
- refunds or credits; and
- subscription or renewal conditions.

Where no specific payment or refund terms apply, professional-service fees and payment obligations will be governed by the applicable quotation, engagement, contract, purchase order or other agreed contractual arrangement.

Nothing in these Terms excludes or limits any mandatory cancellation, refund, consumer or other statutory right that cannot lawfully be excluded or limited.



20. ACCESSIBILITY

EPTM LTD seeks to make its digital services reasonably accessible and usable, taking into account applicable legal requirements and the nature and technical limitations of the relevant service.

Accessibility may vary between websites, applications, documents, third-party integrations and older or archived content.

Users who encounter an accessibility barrier may contact EPTM LTD through the contact facility made available for the relevant service so that the issue can be considered and, where reasonably practicable, addressed.

21. SECURITY

Users must not attempt to compromise the security or integrity of EPTM LTD's digital systems.

Users must not knowingly introduce malicious code, conduct unauthorised security testing, bypass authentication or access controls, interfere with service infrastructure, or exploit a security vulnerability for unauthorised purposes.

Nothing in this section prevents lawful security research or reporting where expressly permitted by applicable law and conducted without causing unnecessary harm or disruption.

22. SUSPENSION AND TERMINATION

EPTM LTD may temporarily suspend, restrict or terminate access to a digital service or account where reasonably necessary because of:

- misuse;
- security concerns;
- unlawful activity;
- technical requirements;
- violation of these Terms;
- suspected fraud or abuse; or
- circumstances requiring protection of EPTM LTD, its users or third parties.

Where reasonably practicable and legally appropriate, EPTM LTD may provide notice of suspension or termination and, where appropriate, an opportunity to address the relevant issue.

Immediate restriction may be applied where reasonably necessary to address security, legal, fraud, abuse or other material risks.

Where a service permits reinstatement or appeal, the user may follow the applicable service-specific process. Reinstatement is not guaranteed.

Termination or suspension does not affect rights or obligations that accrued before termination or provisions which by their nature are intended to continue after termination.



23. COMPLAINTS AND DISPUTE RESOLUTION

Users should first raise service-related complaints or disputes directly with EPTM LTD through the contact facility or communication channel provided for the relevant service.

Where appropriate, a complaint should identify:

- the service concerned;
- the relevant transaction, engagement or reference;
- the issue complained of;
- the material facts reasonably available to the user; and
- the outcome or resolution requested.

EPTM LTD may review the complaint and, where appropriate, request additional information before responding.

Where a dispute cannot be resolved through reasonable direct communication, the parties may pursue any contractual dispute-resolution mechanism applicable to the relevant service or any remedy available under mandatory applicable law.

Nothing in this section prevents a person from exercising a mandatory statutory right, bringing a claim before a legally competent court or tribunal, or using any mandatory alternative dispute-resolution mechanism applicable to them.

24. LIABILITY

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited.

Subject to mandatory law, EPTM LTD will not be responsible for losses arising solely from a user's misuse of general informational content or use of information outside its intended context.

Professional-service liability is governed by the applicable professional engagement and contract.

Nothing in these Terms is intended to exclude liability for fraud, fraudulent misrepresentation, or any other liability that applicable law does not permit to be excluded or limited.

Where applicable law permits limitation of liability, any limitation contained in a specific professional engagement, contract or service-specific terms will apply to the extent legally enforceable.

25. PRIVACY

Use of EPTM LTD's digital services is also subject to the EPTM LTD Global Privacy Policy and applicable Cookies Policy.

Where personal information is collected through a particular service, the applicable privacy information may provide additional details concerning collection, use, storage, sharing, retention and users' applicable rights.



26. SERVICE–SPECIFIC TERMS

EPTM LTD may publish additional terms, instructions, eligibility requirements, technical specifications, pricing conditions, usage rules or other conditions for individual digital services.

Such service–specific terms form part of the terms governing the relevant service when expressly stated or accepted by the user.

If a service–specific term conflicts with these general Terms, the service–specific term will prevail only to the extent necessary to resolve the conflict, subject to applicable mandatory law.

27. GLOBAL APPLICATION

EPTM LTD provides services and digital information to users who may be located in different jurisdictions.

Mandatory laws applicable in the relevant jurisdiction prevail where required.

Publication of these Terms does not guarantee compliance with every law worldwide.

Users are responsible for determining whether their intended use of a service is lawful and appropriate in their jurisdiction where that responsibility legally rests with them.

Nothing in these Terms is intended to deprive a consumer or other protected person of mandatory rights applicable in their jurisdiction.

28. GOVERNING LAW

These Terms are principally governed by the laws of England and Wales, subject to:

- mandatory applicable local law;
- consumer protections that cannot lawfully be excluded;
- mandatory jurisdictional requirements; and
- any different governing–law or jurisdiction provisions expressly agreed in an applicable professional engagement or service–specific contract.

Nothing in these Terms is intended to prevent a person from exercising mandatory rights or remedies available under the law of the jurisdiction applicable to them.

29. CHANGES

EPTM LTD may update these Terms where reasonably necessary to reflect:

- legal changes;
- service changes;
- technology changes;
- security requirements; or
- business developments.

The latest published version will apply to future use of the relevant digital services from its stated effective date, subject to applicable law and any existing contractual rights.

Where a material change requires additional notice or acceptance by law, EPTM LTD will take such steps as are reasonably required.



30. SEVERABILITY

If any provision is determined to be unlawful or unenforceable, the remaining provisions will continue to the extent permitted by law.

The invalid or unenforceable provision will be interpreted or adjusted to the minimum extent necessary where legally permissible to preserve its intended effect.

31. NO WAIVER

Failure to enforce a provision does not necessarily constitute a waiver of that provision.

A waiver of any provision will not automatically constitute a waiver of the same or another provision on a future occasion.

32. CONTACT AND OFFICIAL COMMUNICATION

Where EPTM LTD provides a designated contact facility, users may use that facility for service enquiries, complaints, accessibility matters, account issues, security reports and other communications relating to these Terms.

Electronic communications may be used for notices and service communications where legally permitted and where appropriate to the relevant service.

The applicable professional engagement, quotation, contract or service-specific terms may establish additional requirements concerning formal notices and communications.
