

FINCH*

PROJECT PROPOSAL

Prepared for: Jones the Grocer
Project: Jones Express - India R.2
Date: 07/08/2024
Valid: 30 days

Contact: Ashleigh Short
Tel: +971 55 232 8850
Email: ashleigh@designbyfinch.com

07.08.2024

PROPOSAL





**HELLO
YUNIB**



PROJECT UNDERSTANDING

This project is going to be a Jones Express store with a small visible kitchen, the store is 152 SQM and is located in Terminal 2 of Mumbai Airport, India. The concept will follow the agreed Jones Express stores we have previously designed. The approved existing GA plan will be followed.

This proposal covers FINCH for two options, one being the interior design of the concept design and renders only, and another is the full detailed design pack. We have also included costs for Kitchen Design and Design Supervision on the quotation page.

PROPOSAL

LOCAL STUDIO, GLOBAL REACH



13 years of creating interior design projects across MENA, East Africa, Europe and North America

We are an international award-winning interior design consultancy with over 13 years of experience in creating beautiful and functional spaces. Our team of highly skilled and experienced designers have a passion for creating unique and personalized designs that reflect the individual needs and personalities of our clients. Since our inception in 2011 we have been committed to providing exceptional design services to clients across the globe.

Our portfolio includes a diverse range of projects, from retail and F&B projects to commercial spaces and hospitality projects. At FINCH we believe that great design is about more than just aesthetics, it's about creating spaces that are functional, comfortable, and reflective of our clients' unique personalities and lifestyles. Our portfolio includes many of the leading global brands in each discipline and is reflective of our professionalism.

ABOUT



PROPOSAL



CREATIVITY IS IN OUR DNA

We create functional and efficient spaces that look great. Progressive design is at the heart of all that we do

OWNERSHIP IN DESIGN IS KEY

Our projects are managed by us all the way through. This helps us to deliver to the highest of standards

AWARD WINNING PROJECTS

The finishing touch to any great project, we're fortunate to have won many awards throughout the years

WE ALWAYS MEET OUR DEADLINES

When we commit to a project, we commit to delivering everything from our side on time as per our timelines

Our in-house team covers all the disciplines required for an efficient, creative and progressive project

INTERIOR ARCHITECTS

Our team of interior architects comes from a range of backgrounds, each with a degree in interior architecture and design. They all work on projects from pre-concept through to detailing, specifications and site supervision

BRANDING CONSULTANTS

Being able to offer concept design and development on a holistic scale is one of our key USPs. Our in-house branding team has over 25 years of experience in creating, developing and producing profitable brands and memorable identities

VISUALISERS & TECHNICAL TEAM

A core reason we can achieve our timelines and manage our projects is because of our in-house visualisation and CAD technical team who help us to realise our projects with their production drawings

COMMERCIAL EXPERTISE

The commercial team is in charge of managing our supplier agreements, streamlining our operations and keeping all of our projects on budget and on schedule whilst looking for the best commercial options for our clients



EXPERTISE

PROPOSAL



ACCOMPANYING YOU AT EACH STEP OF YOUR PROJECT

FINCH is dedicated to creating functional, aesthetically pleasing spaces that reflect the unique needs and personalities of our clients.

Our design process begins with an initial consultation to understand the client's needs and preferences, followed by the creation of conceptual design options. We then work closely with our clients to refine the chosen concept and develop detailed design drawings and specifications.

Throughout the design process, we use a combination of traditional and digital tools to ensure that our designs meet all relevant building codes and regulations. We also collaborate with other professionals, such as engineers and contractors, to ensure that the finished product meets our high standards for quality and functionality. We pride ourselves in providing excellent customer service and maintaining open communication with our clients throughout the design and construction process.

Overall, our methodology is rooted in collaboration, communication, and attention to detail to ensure that every space we design is a reflection of our client's vision and meets their needs

PROPOSAL



We are committed to providing the highest level of quality in all of our interior design projects. We understand that the spaces we design have a significant impact on the daily lives of the people who use them, and it is our goal to ensure that every project we undertake meets or exceeds the expectations of our clients.

To achieve this, we have implemented a comprehensive quality assurance program that includes regular reviews of our design and construction processes, as well as ongoing training and development for our team members. We also use a variety of tools and techniques to ensure that our designs meet all relevant building codes and regulations, and that the finished product is of the highest quality.

We pride ourselves in being responsive to our client's needs and maintaining open communication throughout the design and construction process. Our team is dedicated to delivering the best possible results, and we are confident in our ability to create beautiful and functional spaces that meet the unique needs of our clients.

If you are looking for a design agency that is committed to quality and excellence as well as awesome design and creativity, then FINCH is the agency for you

SOME FACTS ABOUT US

PROPOSAL

378

HAPPY CUSTOMERS

Across multiple sectors, ranging from international brands to Michelin starred chefs, independent brands, start ups and global institutions

270

DOLLARS OF PROJECTS

Over \$270M worth of build projects managed across the commercial, F&B, hospitality and retail sectors.

64%

RETENTION RATE

Over all of our projects and clients, we have a 64% retention rate in repeat clients who have chosen to work with us on more than one project.

With over 13 years of operations as a design consultancy, we've racked up a few compelling and interesting stats.

A FEW WORDS FROM OUR FANS



"FINCH were involved in our first international New York Italian and spent a lot of time reading the market and finding a restaurant design that fits very well inside a five-star hotel, whilst creating the feel of an independent standalone restaurant and bar operation. I just love it!"

Marco Pierre White
World Famous Michelin Star Chef

"When creating internationally acclaimed restaurants, you need internationally acclaimed talent, with FINCH we've got one of the very best in the game.."

Brian Johnston
CEO - Wagamama International

"FINCH have done an amazing job, as always with their designs, there's so much thought and detail put into every aspect of the design"

Mouza Alabbar
CEO - Alabbar Enterprises



WE ARE

FINCH



QUOTE SIGN-OFF

PROPOSAL

From: Emmas Design LLC

Office 404
Diamond Business Center C
Arjan, Dubai, UAE
PO BOX 74230

To: Jones the Grocer

Jones the Grocer LLC
Dubai
UAE

Payment Terms - Concept Only

Advance payment 100%

Payment Terms - Full Detailed Design

Advance payment 40%
Concept Completion 30%
Detailed Design Completion 30%

*Please note advance payment is needed to start any design work

INTERIORS - CONCEPT ONLY OPTION

Concept Design Fee	included
Detailed design validation (optional extra)	(AED 15,000)
Sub-Total	AED 35,000
VAT - 5%	AED 1,750
Total	AED 36,750

INTERIORS - FULL DESIGN PACK OPTION

Concept Design	included
Schematic Design	included
Detailed Design	included
Sub-Total	AED 80,000
VAT - 5%	AED 4,000
Total	AED 84,000

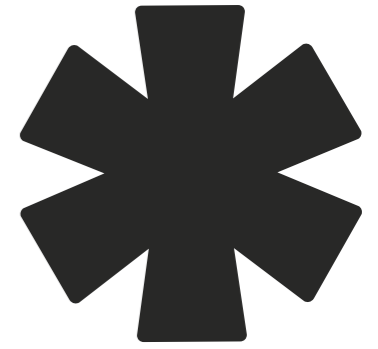
INTERIORS - KITCHEN DESIGN

Kitchen Design (optional extra)	11,000
Sub-Total	AED 11,000
VAT - 5%	AED 550
Total	AED 11,550

SCOPE & STAGES CLIENT BRIEF

1 CONCEPT DESIGN DELIVERABLES

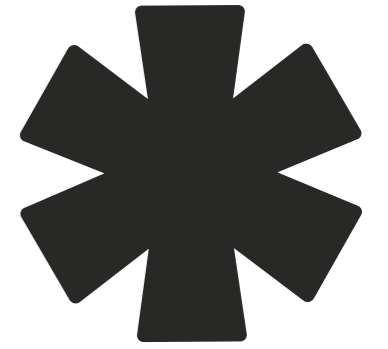
- Review and refine the preliminary design and program objectives.
- Finalize Interior Design brief and design direction
- Receive all architectural AutoCAD drawings from architect / landlord
- Establish points of contact and communication channels
- Establish team responsibilities and key deliverable milestones
- Develop 3D snapshots of the proposed concept design for the interior refurbishment area only (1-5Nos)
- Develop 3Ds Max renders of the proposed concept design for the interior for the areas to be refurbished (3 nos in total)
- Colour schemes, material selections, furnishings, fixtures, equipment, decorative specifications to be developed
- Digital Material board



SCOPE & STAGES CLIENT BRIEF

2 DETAILED DESIGN DELIVERABLES

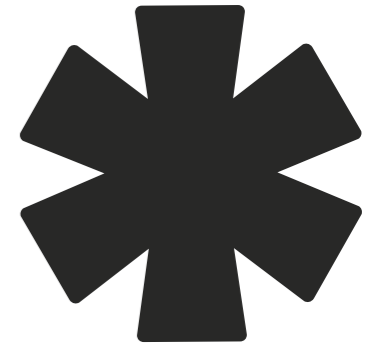
- Final interior detailed design package with the following elements:
 - General Arrangement Plan
 - Furniture Layout Plan
 - Floor Finishes Layout Plan
 - Wall Finishes Layout Plan
 - Ceiling Finishes Plan
 - Small and Power Layout
 - Elevations
 - Sections
 - Mood Board
 - Specification Finishes
 - Furniture Schedule
 - Lighting Schedule
 - Sanitary Schedule
 - Joinery Schedule & Details
 - Ironmongery Schedule
 - Door Schedule
 - Physical Sample Board
 - Kitchen Design (if taken as optional extra only)
 - BOQ



SCOPE & STAGES CLIENT BRIEF

3 DETAILED DESIGN VALIDATION (OPTIONAL EXTRA)

- Review of all detailed design drawings to ensure FINCH standard JTG standards are being met.
- Attend video call meetings to ensure that the project detailed design proceeds generally in accordance with the concept design and render advice on actions should any detailed design specific issues arise.



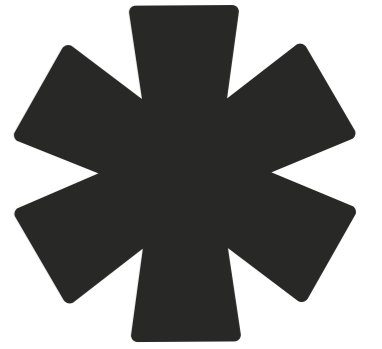
SCOPE & STAGES

CLIENT BRIEF

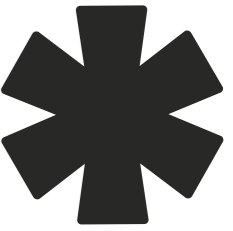
4 EXCLUSIONS

Does not include the following:

- Obtaining all Approvals (Local Authorities)
- Shop Drawings.
- As-built Drawings and O&M Manuals.
- Purchasing and Procurement services.
- All other Areas or Scope not listed under “Scope of Works”
- Responsibility for Timelines set by Main Contractor or Suppliers during the Execution process.
- Responsibility for Quality of Work or Items supplied by Main Contractor and/or Suppliers.
- Acoustic Design
- MEP Design
- Kitchen Design (if not added on as optional extra)
- OS&E Services or Design
- BOQ
- Site Supervision/ In person site meetings



TIMELINE



WEEKS

1

2

3

4

5

6

7

8

9

10

11

12



CONCEPT



DETAILED DESIGN

*Note - this does not include client feedback time

(SOME OF)
OUR WORK



CASE STUDY:

FIVE GUYS



22 stores in the UAE and Beyond for one of the worlds leading QSR brands.

Working with Five Guys in Europe, Global and Middle East, FINCH have delivered 22 stores for the brand, from flagships to cloud kitchens to pop ups, we're the brand guardians for all things Five Guys in the region.



CASE STUDY:

JONES THE GROCER



From Melbourne to the World!

Our most recent brand added to the portfolio is Jones the Grocer, starting with this JTG Express in the bustling hub of Uptown DMCC. This venture marks a significant milestone in our relationship with a brand that harmoniously blends tradition with modernity, promising an unforgettable customer experience.

Embarking on this journey, our aim was to encapsulate the essence of 'Express' — a concept

representing speed and accessibility — within the Jones the Grocer design. Drawing inspiration from the brand's rich Australian lineage, we sought to elevate the already revered brand without overshadowing its intrinsic appeal.



CASE STUDY:

WAGAMAMA



10 years of Wagamama!

FINCH have delivered 15 projects for this global brand throughout the years, with our latest project being in Mirdiff City Center, Dubai. As the chosen design firm for the region and their global expansion, we've delivered stores throughout the Middle East and Asia. At FINCH our job is to elevate the brand and interior design for new markets and to be the brand guardians for Wagamama.



CASE STUDY:

ALCHEMY



From naming to identity to interior design, Alchemy is a little piece of scandi heaven.

Based on Al Wasl Road, Alchemy is a fully owned, created and designed local market concept that is now widely regarded as one of Dubai's premier specialty coffee concepts.



CASE STUDY:

NAIROBI STREET KITCHEN

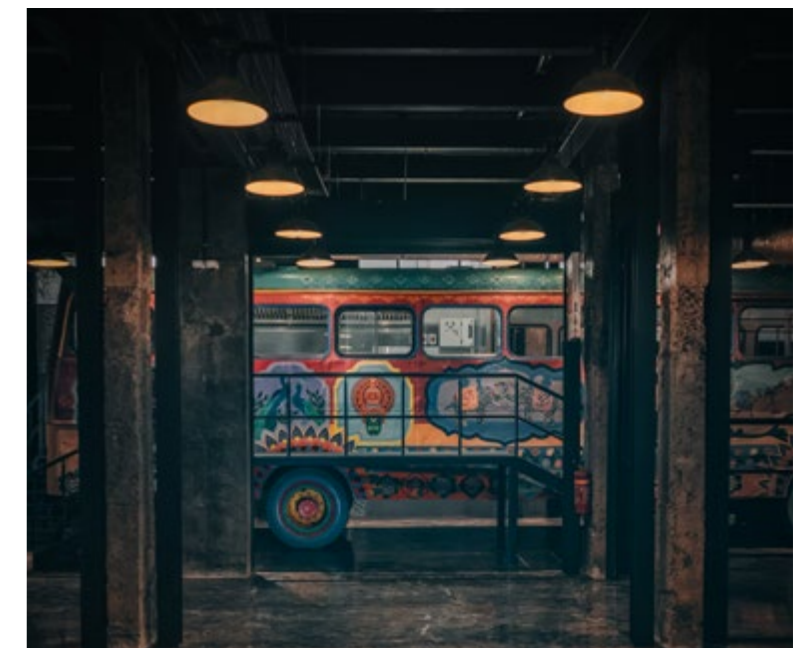
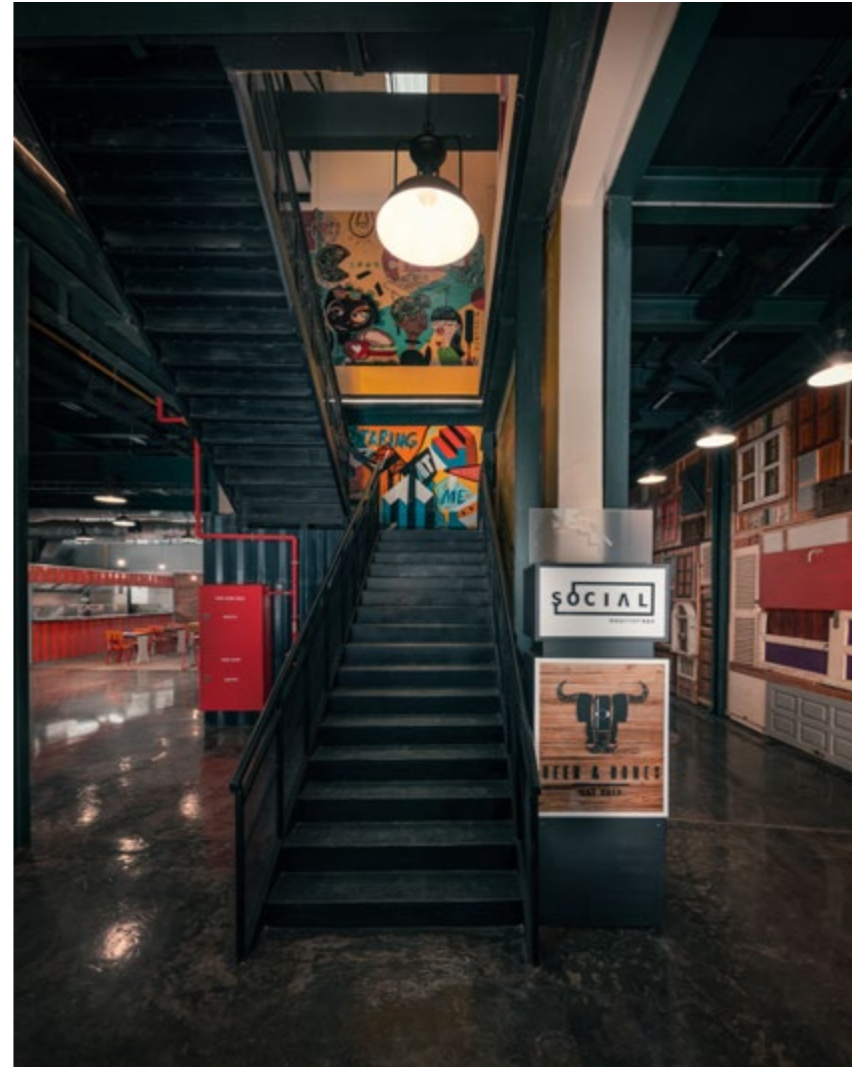


A 40,000 sq ft Foodhall in Nairobi, Kenya.

A transformative journey to revitalize an old abandoned bus and train garage into a modern sanctuary for food enthusiasts, artists, and families alike.

Inspired by innovative and creative dining concepts from around the world, Nairobi Street Kitchen offers a thrilling street-food market-style experience that transcends borders. As you stroll through its lively avenues, you are greeted with

an exhilarating array of global food and drink offerings. Here, culinary explorers can shop from artisanal merchants, savor gastronomic delights from various continents, or simply soak in the vibrant ambiance accentuated by live bands and a curated selection of local art. It's not just about satisfying your culinary cravings; it's about delighting the senses with each visit.



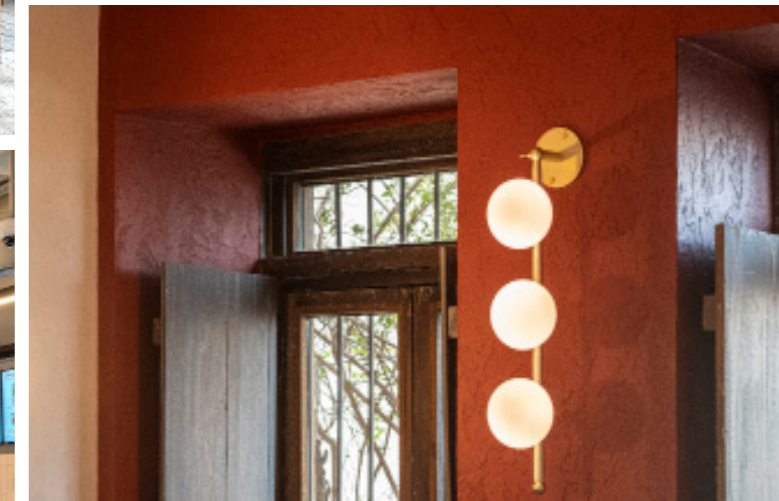
CASE STUDY:

COSTA COFFEE



Reimagining a global leader!

FINCH have delivered a new identity for the global brand in the MENA region. Developing new and progressive designs for this much loved brand. Starting with our iconic Costa Coffee Al Seef project which is a great example of how we've adapted and developed the brand so that it is more considerate and thoughtful of it's architectural surrounding. Rather than being another copy and paste adaption of a roll out concept.



CASE STUDY:

BEDROCK



Eatertainment Hub in Pier 7.

Bedrock is a captivating fusion of branding and interior design with a vision to depart from the conventional, dark, and cluttered sports bars of the past. We have embarked on a journey to create a clean, modern, and sophisticated urban sports bar and lounge at Bedrock Pier 7. This extraordinary venue is anchored by a private Golf Simulator room, interactive dart boards, and an abundance of TV screens where guests can immerse themselves in the latest sporting events.

FINCH's approach to the design of Bedrock Pier 7 is characterised by its fresh and urban aesthetic. Drawing inspiration from contemporary trends, the design team has crafted a space that exudes elegance and refinement. The interior reflects a minimalist sensibility, with clean lines, sleek surfaces, and a thoughtfully curated selection of materials.





RALPH'S COFFEE

From New York to the World!

An exciting new brand we welcomed into the fold this year was Ralphs Coffee by Ralph Lauren. Working with the global design team our role is to develop the brand for the region, primarily beginning in Saudi Arabia and the UAE.





RASOI, ABU DHABI & JEDDAH

Modern Indian from the most Modern of Indian Chefs

Michelin Star and Celebrity Chef Vineet Bhatia's first restaurant in Abu Dhabi, based at Jumeirah Etihad Towers. Rasoi by Vineet is a project that celebrates Mr Bhatia's life a love of travel through exotic lands as well as his love for exotic birds and the tropics. The design fuses these elements together along with his Indian heritage, creating a beautiful and bold backdrop for his first restaurant in the capital.

Following the success of our Abu Dhabi outlet, we were tasked with designing a new branch for Rasoi and Vineet Bhatia in Jeddah, KSA.

Taking a new direction from the previous outlet, the design follows along with the traditional boldness of vibrant India, the India that Vineet loves so much and the vibrancy that inspires his dishes.





BARTARTINE

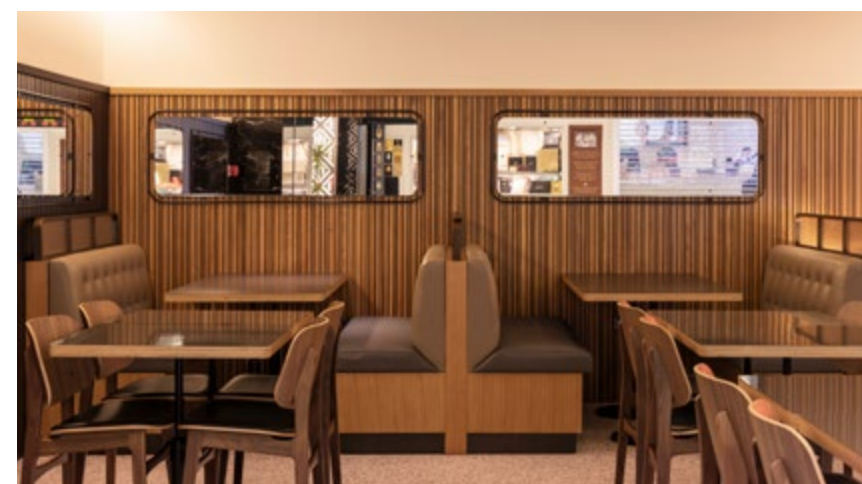
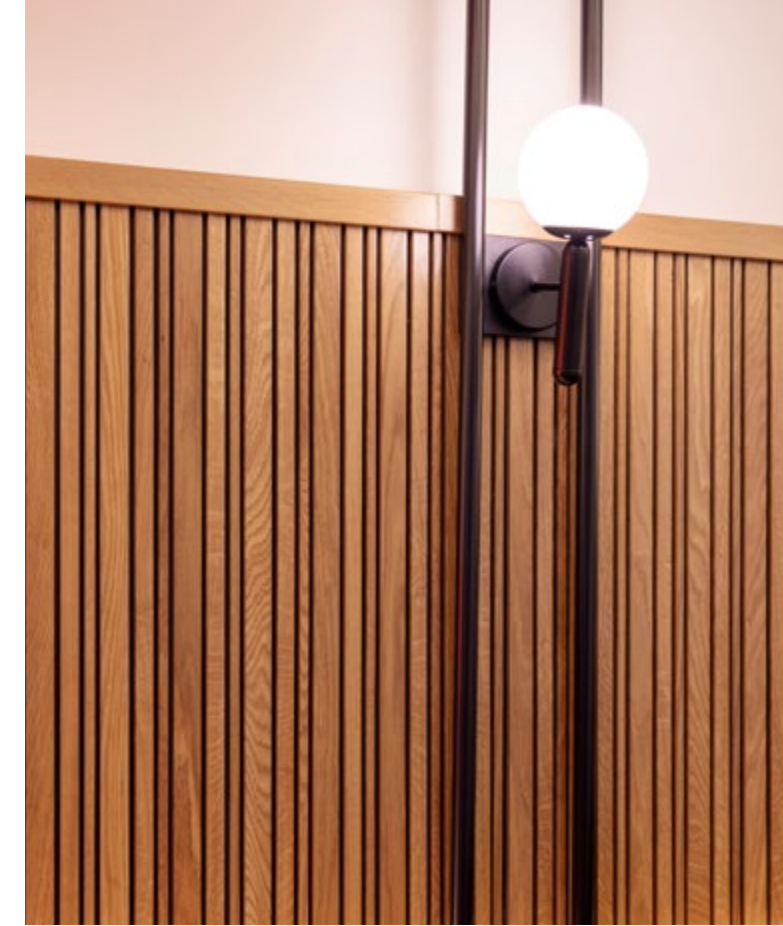
A premier home grown bakery and specialty coffee concept in DIFC

Nestled within the inviting walls of Bartartine, there's a palpable warmth that seems to greet you at the door. This isn't just a cafe; it's a retreat from the bustling world outside, a place where the coffee cups clink a little more cheerfully and the scent of freshly baked bread serves as the best welcome.

Glance up, and you'll find a constellation of simple white lights hanging from the ceiling, casting a glow that feels like sunshine

on a lazy afternoon. The wooden beams overhead add a touch of rustic elegance, making the space feel both open and intimate.

The seating here invites you to linger over just one more cup of coffee. Slide into a booth, where the leather is as rich and warm as the crust on a loaf of freshly baked sourdough, or choose a seat that pairs sleek modern lines with a comfort that says, "Why not stay a bit longer?"



DOCUMENTATION



رخصة مهنية Professional License

تفاصيل الرخصة / License Details

License No.	685750	رقم الرخصة
Trade Name	EMMAS DESIGN L.L.C	الإسم التجاري
Legal Type	Limited Liability Company(LLC)	الشكل القانوني
Expiry Date	24/03/2025	تاريخ الإنتهاء
D&B D-U-N-S @	0	رقم الرخصة الام
Register No.		رقم التسجيل التجاري
Issue Date	25/03/2013	تاريخ الإصدار
Main License No.	685750	رقم الرخصة الام
DCCI No.	266889	عضوية الغرفة

الإطراف / License Members

Share / الحصص	Role / الصفة	Nationality / الجنسية	Name / الإسم	No./رقم الشخص
	Manager / مدير	United Kingdom / بريطانيا	ايماء لويس ستينسون	445421

EMMA LOUISE STINSON

نشاط الرخصة التجارية / License Activities

Design Services	خدمات التصميم
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العنوان / Address

Phone No	971-4-4215729	تليفون	P.O. Box	74230	صندوق بريد
Fax No	971-4-4215729	فاكس	Parcel ID	673-1337	رقم القطعة
Mobile No	971-50-4218250	هاتف متحرك	Email	projaffar2020@gmail.com	البريد الإلكتروني

مكتب رقم 404 - ملك محمد خليفة عبدالله محمد - بر دبي - البرشاء جنوب 3

الملاحظات / Remarks

تم نقل الموقع في 2021-04-04.

Print Date 21/03/2024 17:55 تاريخ الطباعة Receipt No. 15634942 رقم الإيصال



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شركة التأمين العربية ش.م.ل. - فرع شركة اجنبية
رأس المال المصرح به والمدفوع بالكامل 1,000,000,000 دولار
هيئة خاصة لأحكام القانون الاتحادي رقم 6/2007
رقم السجل في هيئة التأمين 20
تاريخ الترخيص في هيئة التأمين 01/11/1984
رخصة تجارية رقم 20756 | السجل التجاري 41891

خاضعة لأحكام القانون الاتحادي رقم 6 لسنة 2007 في شأن إنشاء هيئة التأمين وتنظيم أعماله
ومفيدة في سجل شركات التأمين لدى الهيئة تحت رقم 20 لسنة 1984

Professional Indemnity for Engineering (Annual Cover) DB/PI/2023/67

This Policy of Insurance witnesseth that in consideration of the insured described in the Schedule hereto paying to THE ARABIA INSURANCE COMPANY S.A.L. (hereinafter expressed to as the Company) for the insurance hereinafter expressed, the sum specified as the premium in the schedule, the Company will, subject to the terms, provisions and limitations contained herein or attached hereto, indemnify the Insured against loss, damage and/or liability as mentioned hereunder or hereto attached actually occurring or arising during the period stated in the schedule or during any period for which the Company may accept payment for renewal of this Policy.			
Policy No	DB/PI/2023/67		
Insured Name	Messrs Emmas Design L.L.C		
Address	- DUBAI - United Arab Emirates		
Tel :	971-4-4215729/971-50-4218250/		
Period of Insurance :	From 01st June 2023 12:00AM To 31st May 2024 at 11:59PM		
Agent Name	Messrs Gargash insurance services		
Agent No	325		
Net Premium	Policy Fee	Fees	Gross Premium
AED 6,000.00	AED 30.00	AED 0.00	AED 6,331.50
Gross Premium Only Six Thousand Three Hundred Thirty One Arab Emirates Dirhams AND Five Hundred Fils			
Estimated Annual Fees	AED 2,100,000/-		
Law & Jurisdiction	United Arab Emirates		
Territorial Scope	United Arab Emirates		
Insured's Activities	Interior Design and Branding Consultancy		
Covers (Subject to the General Conditions attached)	Limit of Liability In AED		
* Professional Indemnity Engineers and Architects	2,000,000 Any One Occurrence, in the aggregate #2,000,000/-		
Special Clauses & Exclusions :			
Extensions			
* Limit of Indemnity: AED 2,000,000/- any one claim and in the aggregate including costs and expenses			
* Activities Covered: Design only			
* Loss of documents			
* Dishonesty of Employees Limit for the above extensions: AED.50,000 A.O.C. and in the aggregate including costs and expenses.			
Above extensions is part of the overall aggregate limit of the policy and subject to a deductible of AED 5,000/ each and every claim			
Excess			
* AED.10,000/- each and every claim including costs and expenses			
Conditions/Clauses			
* Full Hours Clause			
* Wording: As per PI wording for A&E			
* Retroactive date: 01/06/2021			
* Costs Inclusive Clause			
* In case of cancellation short period rate will apply			
* Professional Service (as per Policy wording)			
* No ERP / maintenance period coverage provided			
Exclusions			
* Sanction limitation and exclusion clause attached			
* Nuclear energy risks exclusion clause (Insurance) (1994) (Worldwide excluding USA and Canada) attached			
* Data exclusion - direct damage attached			
* Data exclusion - business interruption attached			
* Total asbestos exclusion attached			
* Political risk exclusion clause attached			
* CORONAVIRUS EXCLUSION LMA 5391			
* Industries, seepage, pollution and contamination clause attached			



DOCUMENTATION



شركة أميريكان هوم أشرانس كومباني (فروع دبي)
American Home Assurance Company (Dubai Br.)
The H Hotel - Complex
Trade Center First, 27th Floor
P.O. Box 40569, Dubai, U.A.E.
Tel: +971 (4) 509-6111, Fax: +971 (4) 352-2186
www.aig.ae

31st August 2023

TO WHOMSOEVER IT MAY CONCERN

Workmen's Compensation and Employers Liability Insurance

Insured: EMMAS DESIGN L.L.C

We confirm that EMMAS DESIGN L.L.C are insured with us under Workmen's Compensation and Employers Liability Insurance as per following details:

Insured Name / P.O. Box:	EMMAS DESIGN L.L.C / 74230
Location:	Office 404 C, Arjan Diamond Business Center, Dubai, Dubai
Policy Number:	22/08/2021/000357-2
Period of Validity:	From 1st September 2023 To 31st August 2024 (Both days inclusive)
Cover:	In accordance with both the Federal Labour law and Clauses of the Free Zone Rules
Employer's Liability:	AED 4,000,000 Any One Occurrence and in the Aggregate
Territory / Jurisdiction:	United Arab Emirates

We also confirm that a 30 (thirty) days notice will be given to you and the Insured prior to the non-renewal or cancellation of this policy.

Subject otherwise to the terms, conditions and limitations of the policy.

For: AMERICAN HOME ASSURANCE COMPANY (Dubai Br.)






شركة أميريكان هوم أشرانس كومباني (فروع دبي)
American Home Assurance Company (Dubai Br.)
The H Hotel - Complex
Trade Center First, 27th Floor
P.O. Box 40569, Dubai, U.A.E.
Tel: +971 (4) 509-6111, Fax: +971 (4) 352-2186
www.aig.ae

31st August 2023

TO WHOMSOEVER IT MAY CONCERN

Public Liability Insurance

Insured: EMMAS DESIGN L.L.C

We confirm that EMMAS DESIGN L.L.C are insured with us under Public Liability Insurance as per following details:

Insured Name / P.O. Box:	EMMAS DESIGN L.L.C / 74230
Location:	Office 404 C, Arjan Diamond Business Center, Dubai, Dubai
Policy Number:	22/08/2021/000357-2
Period of Validity:	From 1st September 2023 To 31st August 2024 (Both days inclusive)
Cover:	Public Liability
Limits of Indemnity:	AED 2,000,000 Any One Occurrence
Territory / Jurisdiction:	United Arab Emirates

We also confirm that a 30 (thirty) days notice will be given to you and the Insured prior to the non-renewal or cancellation of this policy.

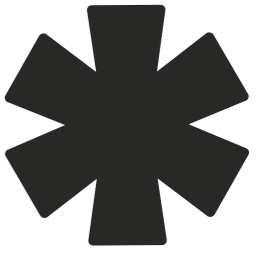
Subject otherwise to the terms, conditions and limitations of the policy.

For: AMERICAN HOME ASSURANCE COMPANY (Dubai Br.)




Authorized Signatory

TERMS AGREEMENT



LEGAL ENTITY

FINCH is the brand name of Emmas Design LLC, all contracts, invoices, VAT submissions and insurances will be issued under Emmas Design LLC.

PROFESSIONAL SERVICES

The services to be rendered by FINCH shall be those described in this contract. Professional services for the purpose of this agreement will be professional services commonly expected of an Interior Design Practice.

CLIENTS ROLE

The client is expected to provide FINCH with all the necessary documents required so as we can provide our professional services. Including but not limited to CAD drawings of the project from which we are to work from, access to site to carry out surveys and site visits, landlord and or tenant coordinator details and any other reasonably required documents, this will be at no cost to FINCH. In order to keep on schedule and to the timeline the client is expected to respond to correspondences from FINCH within a 48 Hour time period within the working week (Monday to Friday), this may be by email, or phone or in person.

COMPENSATION

The financial compensation for services rendered by FINCH mentioned in this proposal and agreement are for what we deem to be expected of us as Interior Design Consultants for this project based on the initial brief we received. Further demands of our professional services that are not included in the scope of works such as extra visuals, design variations will be charged at an extra rate to be agreed in advance by the client.

PAYMENTS

Payments will be made directly by bank transfer into the Emmas Design LLC company account detailed below or by company cheque addressed to Emmas Design LLC.. Payments will be as per payment schedule mentioned earlier in this document. Payment terms will be unless stated otherwise within 7 days of receipt of invoice from Emmas Design LLC. FINCH reserve the right to hold onto all drawing packages and concept visuals produced for the client and project as well as cease to commence any further work in any instances where they have not received payment as laid out in the Payment Terms section of this agreement from the client. Payments are non refundable.

GENERAL TERMS

ACCEPTANCE AND REVIEW

The Agreement may be accepted only by signing a copy of this document and returning the same to FINCH by acceptance in such manner, the Client agrees that both parties are to be bound by the terms and conditions embodied herein which shall constitute the entire agreement. This contract supersedes any previous agreements and is subject to renegotiation if acceptance is not completed within 30 days.

TIMINGS

All timings are estimates and are based on calendar working days of the UAE. For FINCH working days are from Monday to Friday 9:00 am to 6:00 PM.

TERMINATION

If either party fails substantially to perform in accordance with its terms, this Agreement may be terminated by the other party upon a 30 days written notice. Where a breach



is remediable and the party in breach has not remedied the breach within 30 days of receiving notice, the Agreement may be terminated forthwith (without prejudice to other remedies). If Emmas Design LLC goes into receivership/liquidation or if there is a change in ownership/control, the Client has the right to terminate this Agreement. If the client's building is damaged other than superficially by fire or any other cause, the client has the right to terminate this agreement. In the event of such termination full payment shall be made for such services performed to termination date including reimbursable expenses when due.

CHANGES

Any changes in the project specifications desired by the client shall be promptly communicated to FINCH. Any changes to previously approved work requiring additional services will be subject to



additional fee billing in accordance with our daily fees mentioned in this agreement. All changes to previously agreed and approved designs must be authorised in writing by such authorised representative as the Client may designate. For concept design this fee proposal covers a maximum of 2 variations from the first presented concept design. All other changes and variations after the second amendment will be charged at an extra pro rata cost based on time. These are currently charged at 2,500 AED per day for the lead designer. After the concept is approved and signed off all other changes thereafter will be subject to an extra charge.

ADDITIONS

Any additional design or other services requested by the Client outside of the scope will be subject to a variation fee and need to be approved firstly by FINCH. FINCH reserve the right to reject any additional work.

THIRD PARTY CONSULTANTS

The employment of any specialist third party consultants including but not limited to MEP Consultants, Lighting Designers and Fit Out Contractors shall be subject to prior notification and client written approval. FINCH is not liable for damages incurred by third party consultants.

OWNERSHIP

All project designs, renderings and drawings developed by FINCH and approved by the Client under this agreement shall become the property of the client upon the receipt of full payment to FINCH for the full project value.

FINCH shall retain copyright on all unique FINCH designs and release of copyright ownership will be subject to a separate financial agreement which equates to double the value of this contract. FINCH retains all concept and design rights for any design awards for the project. FINCH to be credited as the lead designer in any press, promotions or awards.

ESTIMATES

FINCH has no control over constructions, fabrications, furnishings or printing costs; any estimate of cost for the project which may be made by FINCH pursuant to the services provided for herein will be made on the basis of its experience and qualifications and represent the best judgement of design professionals. However FINCH cannot and does not guarantee that proposals, bids or the actual project cost will not vary from any of its prepared cost estimates. Excluding our professional services fee for interior design services as mentioned in paragraph 2 of this agreement. This will not fluctuate based on the original agreed scope of works, should that scope of works change it may be subject to an extra fee as mentioned in paragraph 3 of this agreement.

DRAWINGS

Contractor will need to provide shop drawings to be reviewed by FINCH prior to commencing site works. FINCH's Detailed Design and Tender package drawings are not full construction drawings.

DELAYS

Performance of the services by FINCH by shall be pursued with due diligence in all requirements hereof, however, FINCH shall not be liable for any loss or damage for delay or non-performance due to causes not reasonably within its control. In the event of any delay resulting from such causes, the time for performance hereunder shall be extended for a period of time reasonably

necessary to overcome the effect of such delays. In the event of any delay or non-performance caused by such uncontrollable forces, FINCH shall promptly notify the Client in writing of the nature, cause, date of commencement thereof and the anticipated that the completion dates or fees will be affected thereby.

SETTLEMENT OF DISPUTES

The parties shall make all reasonable endeavours to settle amicably any dispute connected with the formation, performance, interpretation, nullification, termination or invalidation of this agreement or arising there from or related thereto. Any dispute which cannot be amicably settled between the parties within twenty eight (28) days after the dispute arising may be referred by either party to conciliation in accordance with the provisions set forth in the Rules of Commercial Conciliation and Arbitration of the DIFC Courts.

ENTIRE AGREEMENT

This Agreement by Emmas Design LLC herein represents the entire understanding and agreement between the parties hereto relating to the services and supersedes any and all prior agreements, whether written or oral, that may exist between parties regarding the same. To the extent that any additional or different terms or conditions whether contained in the Client's purchase order or any other document conflict with the terms and conditions of the Agreement, the terms and conditions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing and signed by both parties.

LAW TO APPLY

The validity, interpretation and performance of the Agreement shall be governed by and construed in accordance with the laws of UAE enforced by The DIFC Courts.



PROPOSAL



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