



TERMS OF ENGAGEMENT

This Agreement is activated with the first payment. The Client agrees and accepts that they are contracting in accordance with this Agreement and not on their own terms and conditions.

A. OBLIGATIONS OF THE CONSULTANTS TO THE CLIENT

- A1. The Consultants shall exercise reasonable skill and care in the performance of the Services.
- A2. Subject to matters beyond the Consultants reasonable control, the Consultants shall use reasonable endeavours to perform the Services in accordance with the programme (if any) and any changes thereto agreed with the Consultants from time to time.
- A3. The Consultants are entitled to allocate any of the work required by the Client under these Terms to any of their staff or Approved Sub Consultants/Contractors who they consider able to carry out the Services.
- A4. The Consultants shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Consultant shall notify the Client in any such event.

B. OBLIGATION OF THE CLIENT TO THE CONSULTANTS

- B1. The Client shall pay the Consultants for the performance of the Services the fees and expenses.
- B2. The Client shall provide to the Consultants in a timely fashion without charge all necessary and relevant information in the possession of the Client or any of the Client's agents, consultants, or contractors, together with any necessary decisions, consents or approvals. The Consultants shall not be liable for the consequences of any delays of the Services arising from any failure by the Client to comply with these obligations.

C. PAYMENT

- C1. VAT doesn't apply.
- C2. Invoices are due on presentation and must be paid in full and in cleared funds by electronic transfer within the terms noted on the Invoice. Our bank details will be noted on the Invoice.

D. EXPENSES AND DISBURSEMENT

- D1. Time charges for any additional fees, and/or where the Basic Fee incorporates time charges, shall be calculated based on £80/hour.
- D2. The expenses shall be charged at net cost plus a handling charge, which shall be calculated at 20%. This includes printing, courier, postage, hire of equipment, monitoring devices.

E. TERMINATION

- E1. The Client may terminate the appointment of the Consultants in the event of a breach of this Agreement by the Consultants giving no less than two weeks' notice in respect of all of the Services.
- E2. The Consultants may terminate the appointment of the Consultants in the event of a breach of this Agreement by the Client forthwith.
- E3. The Consultants may terminate this Agreement should there be any levying of any distress or execution against the Client or the Client makes any composition or arrangement with creditors or applies for or goes into liquidation or administrative receivership and/or an administrator is appointed or suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- E4. If circumstances arise for which the Consultants are not responsible and which the Consultants consider makes it irresponsible for the Consultants to perform all or any part of the Services, the Consultants shall be entitled to terminate the

appointment by giving two weeks' notice.

E5. In the event of any termination the Client shall pay the Consultants a fair and reasonable amount on account of the fees due commensurate with the Services performed to the date of such termination plus any costs and expenses incurred by the Consultant plus; If the Consultants terminates the appointment of the Consultants because of a breach of this Agreement by the Client, or the Client terminates the appointment of the Consultant outside the terms of this Agreement, a further sum of 30% of the balance of fees due as if the project had been completed in full as reasonable compensation towards the Consultants overheads and profit under the Agreement.

E6. Termination of the Consultants appointment under this Agreement shall not prejudice or affect the accrued rights or claims of either party.

F. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

F1. All intellectual property rights in or arising out of or in connection with the Services shall be owned by the Consultants. Whilst the copyright and any other intellectual property rights in all drawings and other documents (including material in electronic form) provided to the Client by the Consultants shall remain vested in the Consultants, the Client shall have a licence to copy and use such drawings and other documents only for the purposes for which they were provided. In the event of the Client being in default of payment of any fees or other amounts due under this Agreement, the Consultants may revoke the licence herein granted on giving seven days' notice. The Consultants shall not be liable for the use by any other person of any such drawings or other documents for any purpose other than that for which the same were provided by the Consultants.

F2. Neither party shall disclose to any other person, save for the seeking of legal or professional advice, any private or confidential information concerning the business of the other party unless so authorised in writing by the other party.

G. LIABILITY

G1. The consultant carries professional indemnity in the sum of £1M per each and any claim and public liability insurance in the sum of £1M.

G2. The consultant does not assume nor accept any responsibility for aspects of matters upon which other professional consultants might ordinarily be expected to advise and we shall have no liability for any errors arising from such matters.

G3. Although we may suggest third parties to you, we accept no responsibility for their work.

H. REVISIONS

H1. The number of revisions included in any fixed fee provided is limited to 2. Any additional revision will be charged at hourly rate.

I. MEETINGS

I1. Online meetings are always included and can be requested at any time during the service.

I2. On site meetings are limited at 1 per stage. If further meetings are required will be charged at £150 per meeting.