

## TERMS and CONDITIONS

1. In these terms and conditions the following words shall have the following meanings:
  - "Client" means the party named as the client in the Purchase Order;
  - "Consultant" means the party named as the consultant in the Purchase Order;
  - "Documents" mean all information and documents produced by or on behalf of the Consultant in the performance of the Services;
  - "Fee" means the fee stated in the Purchase Order;
  - "Purchase Order" means the purchase order to which these terms and conditions are appended;
  - "Services" means the services set out in the Purchase Order.
2. The Consultant shall provide the Services in accordance with these terms and conditions. Any part of the Services performed prior to the date of this Purchase Order shall be treated as having been performed under these terms and conditions, which shall supersede any previous agreement between the parties with regard to the Services.
3. The Consultant warrants to the Client that it:
  - a. has and will continue to exercise in the performance of the Services all the reasonable skill care and diligence of a properly qualified and competent member of the Consultant's profession or trade experienced in the provision of like services to the Services;
  - b. has not and will not specify for use any products or materials which are generally known to be deleterious to health and/or to the durability of structures;
  - c. will carry out the Services promptly and diligently and in accordance with the Client's programme;
  - d. will comply with:
    - i. laws, statutory obligations and consents applicable to the Services;
    - ii. the reasonable instructions of the Client; and
    - iii. all the Client's health and safety rules and regulations
4. No enquiry, inspection, approval, sanction, comment, consent, decision or instruction at any time made or given by or on behalf of the Client shall operate to exclude or limit the Consultant's liability under this Purchase Order.
5. The Consultant warrants that it has and will maintain from the date of the Purchase Order up to the date that is 6 years from the date of completion of the Services professional indemnity insurance for the amount set out in the Purchase Order (or where no amount is stated £5,000,000 for each and every claim).
6. The Consultant warrants that it has and will maintain from the date of the Purchase Order up to the date that is 12 months from the date of completion of the Services the following insurances:
  - a. public liability for the amount set out in the Purchase Order (or where no amount is stated, £5,000,000 for each and every claim); and
  - b. employer's liability for the amount set out in the Purchase Order (or where no amount is stated, £5,000,000 for each and every claim).
7. When requested by the Client, the Consultant shall provide appropriate documentary evidence to the Client that the insurances referred to in paragraphs 5 and 6 are being maintained.

8. When requested by the Client, the Consultant shall provide collateral warranties, assignments or letters of reliance to any third party on request (in the Client's standard form) in respect of the Services.
9. In relation to the carrying out and completion of the Services, the Consultant shall be liable for and shall indemnify the Client against any expense, liability, loss, claim or proceedings whatsoever in respect of:
  - a. personal injury to or the death of any person; and / or
  - b. any loss, injury or damage to any property (real or personal), save where it is caused by the Client.
10. The Consultant shall not assign charge or otherwise transfer all or any of its rights and/or benefits arising under the Purchase Order and shall not sub-contract the whole or any part of the Services (save where the Client has provided express written consent for the Consultant to do so).
11. The Consultant grants to the Client an irrevocable non-exclusive and royalty-free licence to use, reproduce and modify the Documents. The licence shall include the right without the consent of the Consultant to assign the licence or grant a sub-licence. The Consultant shall, at no additional cost to the Client, supply copies of the Documents to the Client.
12. All of the Documents and other materials relating to the Services whether produced by the Consultant or not shall be treated with confidentiality save where the Consultant has obtained the express written consent of the Client to pass such information to a third party or where the information has passed into the public domain (other than as a consequence of the Consultant's breach of these terms and conditions).
13. The Client may terminate all or part of this Purchase Order on giving the Consultant 14 days' prior notice. If any sums due under this Purchase Order remain unpaid for 30 days from the date for payment referred to in paragraph 14 the Consultant may forthwith on the expiry of the 30 day period by written notice in writing to the Client terminate the Purchase Order. Unless the termination is due to the default of the Consultant, the Client shall pay to the Consultant within 21 days of termination such part of the Fee as has been earned up to the date of termination. The Consultant shall be entitled to no additional sums, including any loss of profit. Termination of the Purchase order howsoever arising shall be without prejudice to the rights or remedies of either party in relation to any negligence omission or default of the other prior to such termination.
14. It shall be a condition precedent to the payment of the Fee by the Client that the Consultant shall issue to the Client a VAT invoice showing the net amount of the Fee together with the amount of VAT payable and quoting the Purchase Order to which the Fee relates. The Fee shall be paid within 45 days of the end of the month in which the invoice is received by the Client.
15. This Purchase Order and any dispute arising out of it shall be governed by English laws and all disputes shall be subject to the exclusive jurisdiction of the English courts.