

Terms and Conditions

Standard Conditions of Contract

Terms

1. Provision of Services.

In the absence of any other form of contract the contract for the provision of Consulting Engineering Services (The Works) is deemed to be outlined by the Association of Consulting Engineers.

2. Liability and Insurance.

The total liability to Glencross & Hudson (G&H) for the provision of consulting engineering services under this appointment whether in contract or tort or in negligence or for breach of statutory duty or otherwise (other than in respect of personal injury or death) is limited to £250,000 for each and every claim.

G&H shall maintain professional indemnity insurance in an amount sufficient to cover their liabilities.

Save in respect of death or personal injury, the client shall look only to G&H (and not to any individual) for redress if the client considers that there has been any breach of agreement.

3. Accounts.

The full amount of the fee will be due once the calculations have been completed. Payment is due upon submission of the invoice and final date for payment shall be 28 days thereafter. Interest at a rate calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 will be added to all amounts remaining unpaid.

All sums due are exclusive of value added tax the amount of which shall be paid by the Client to G&H at the rate and in the manner prescribed by law.

4. G & H's Documents.

All documents prepared by G&H (The Design) are private and confidential between the Client and G&H and they may not be relied upon by any other party without the express permission of G&H.

5. Title of Documents.

Title of the Designs together with all of the information contained therein, and all data generated, under the contract between the Client and G&H, shall remain vested in G&H until the Client has discharged all of his obligations under clause 3 above, whereupon the benefit shall be solely for the Client with G&H assuming no obligations to third parties.

6. Copyright licence publicity and confidentiality

Notwithstanding clause 5 above, copyrights and intellectual property rights in the designs and documents (including material in electronic form) prepared by G&H for the Client, shall remain vested in G&H. The Client will nevertheless be granted a license to reproduce the Designs for the purpose of completing the project for which they were intended.

7. Consequential loss.

Under no circumstances shall G&H be liable to the Client for any indirect or consequential loss suffered by the Client relying on the information included in the designs prepared by G&H including (without limitation) loss of profit, loss on contracts or pure economic loss.

8. Completion dates.

The Client shall supply to G&H in a timely fashion without charge all necessary and relevant information in the possession of the Client or any of the Client's agents or contractors and any necessary instructions, decisions, consents or approvals. However, G&H will not be liable for the consequences of any delay to the services arising from any failure by the Client to meet with this obligation.

G&H will use all reasonable endeavors to meet quoted completion dates.

9. Changes to Designs.

Changes to any designs completed or part completed requested by the Client or any other third party outside the control of G&H will be charged to the Client on a time basis at agreed rates.

10. Exclusion from fees.

Unless specifically stated G&H's fees do not include for the costs of any services or data which may be required from other consultants, authorities and specialists such as site investigations, sewer records and the like, or any other data or services not specifically referred to in correspondence between G&H and the Client, but which are deemed to be necessary by G&H for the proper execution of the works.

11. Exclusion of specific services.

Unless specifically stated, G&H's fees do not include any costs associated with a flood assessment, a surface water drainage strategy, or reports, calculations, drawings, etc as may be required by the Environment Agency for flood defense consent.

12. Disputes and Differences.

The parties shall attempt in good faith to settle any dispute by mediation.

13. Termination

The client may terminate the appointment of G&H in the event of a breach of agreement by giving two weeks' notice in respect of all the services.

If circumstances arise for which G&H are not responsible and which G&H considers make it irresponsible for G&H to perform all or any part of the services, G&H shall be entitled to terminate the appointment by giving two weeks' notice.

In the event of termination the client shall pay G&H a fair and reasonable amount of the fees due commensurate with the services performed to the date of such termination and any outstanding expenses.

14. Notices.

Any notice required to be given pursuant to agreements shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the address of the client as notified by the client. A notice delivered by hand is deemed to have been received. A correctly addressed notice sent by pre-paid first class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

15. Law.

All contracts under these Terms shall be governed by and construed in accordance with the Laws of England and disputes shall be submitted to the non exclusive jurisdiction of the English Courts.