

Following are C2C Consulting Engineers Ltd Standard Terms and Conditions.

1. Definitions

The Client:	The individual or organisation with whom the Company is entering into this agreement.
The Company:	C2C CONSULTING ENGINEERS LTD; registered in England, No. 11081031.
Work or Works:	The services to be provided by the Company.

2. Fee Proposals

- a. The Fee Proposal will explain the services to be provided by the Company and are open for acceptance for a period of 60 days from the date of the Fee Proposal.
- b. These Terms and Conditions must be read in conjunction with the details, assumptions and exclusions contained within the Fee Proposal.
- c. Fee proposals may be submitted on the basis of a fixed price or time charges based upon hourly rates. Where time charges are used any estimate of fee provided to a Client should be regarded only as a guide and not a fixed amount.
- d. Any disbursements or expenses due are shown within our Fee Proposal. Any additional expenses or disbursements are expected to be charged at cost however the Company reserves the right to levy a management charge where appropriate. This will be agreed with the Client in advance of the works commencing.
- e. Additional works, alterations and variations to our Fee Proposal ordered by the Client after the acceptance of the original Fee Proposal shall be charged at the Company's standard hourly rates unless a cost was originally provided for a specific task in the Fee Proposal. Alternatively, the Company may agree with the Client a fixed fee for the additional work.
- f. Additional works, alterations and variations to the Fee Proposal shall be agreed in writing between the Company and the Client prior to the Company proceeding with the additional works.
- g. With respect to external specialist services and surveys which may be required in addition to the services of the Company, Fee Proposals will be prepared using rates and schedules of prices received from external specialists. Should such external services be subject to increased cost during the period between the date of the Fee Proposal and the date of the order to commence work, the Company will inform the Client of any such increases in writing prior to commencing the work.
- h. Any Fee Proposal is exclusive of Value Added Tax which will be applied at the prevailing rate.
- i. The services outlined in the Fee Proposal will proceed only once the Client has accepted the Fee Proposal and these Terms and Conditions.
- j. If, following the receipt of our Fee Proposal, the Client instructs us to proceed or to continue with our services, we shall be entitled to assume your acceptance of the Fee Proposal and these terms.
- k. Any work instructed and subsequently cancelled may attract abortive costs. Abortive costs will be charged at the Company's standard hourly rates plus reimbursable costs and expenses as appropriate. External specialist services and surveys will also be chargeable, or any part thereof, where costs are incurred prior to cancellation.

3. Acceptance of Fee Proposals

- a. It is assumed that any instruction from you is an acceptance of these terms and conditions unless a separate agreement has been reached.
- b. Unless specifically agreed in writing to the contrary, the Client is the person, company, authority or other body to whom our Fee Quotation is addressed, unless the Client is specifically identified otherwise and the Company, authority or other body to whom our Fee Quotation is addressed holds full legal agency to agree to enter into a contract with the Company on the Client's behalf.
- c. These terms shall not be treated as varied or waived unless expressly agreed in writing by the parties to the contract that these terms are to be varied or waved. Subject to any agreement, these terms have precedence over any others contained in other documents, emails or letters.
- d. These Terms and Conditions of Engagement are specific to the Client and the services and all written reports or other communications shall be for the Client's benefit and reliance only. No reliance, obligation or reliability is acknowledged to any other party unless specifically agreed in writing.
- e. It is agreed that neither the Company nor the Client intends that any of these terms & conditions of engagement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person other than the Company and the Client.
- f. In accepting these terms and conditions, the Client agrees to provide the Company with all necessary input information.

4. Services

- a. We will exercise reasonable skill and care in carrying out our services.
- b. Unless expressly agreed in writing as a qualification to this clause, we shall not be liable for the performance of any other person or company not engaged by us, nor responsible for checking or reporting on their performance.
- c. Whilst we make reasonable efforts to check and validate information supplied by clients and third parties, we cannot be responsible for errors arising directly or indirectly from incorrect information supplied to us.
- d. Our design will be undertaken in accordance with relevant regulations and standards, subject to professional judgment. Our Fee Proposal does not include for amendments due to preferences required by any reviewer or approver

5. Consents not Obtained by the Company

- a. Our Fee Proposal does not include for obtaining any consents unless specifically noted.

6. Cost Advice

- a. The Company is unable to provide any accurate cost advice unless it is specifically included within our Fee Proposal. If build cost rates are discussed by the staff of the Company this

information must be considered as approximate non-specific cost advice. If accurate cost advice is required then the Company will, at the request of the Client, obtain a quotation from a suitably qualified Quantity Surveyor to accurately cost the proposed works.

7. Native Format Files

- a. All native format files remain the property of the Company and will not be released unless this provision is contained within our Fee Proposal. All documents will be issued in .pdf format for use by the Client unless a provision for other formats is contained within our Fee Proposal.

8. Programme

- a. Whilst reasonable efforts will be made to commence and complete the works in accordance with the agreed programme, the Company accepts no responsibility for losses associated with delays.

9. Unforeseen Conditions

- a. We shall be under no liability if we are unable to carry out any of our services for any reason beyond our control including (without limiting the foregoing); act of God, acts of terrorism, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or any other action taken by employees in contemplation or furtherance of dispute.
- b. Where the Company is not appointed as Party Wall Surveyors, we accept no responsibility for any costs associated with the failure to advise on The Party Wall etc. Act 1996.
- c. We take no responsibility for any costs associated with the failure to advise on boundaries, easements, underground or overhead services and rights of light.

10. Time charge arrangements

- a. We will accurately record all hours we spend undertaking the works and invoice you accordingly, providing timesheets as evidence as required.
- b. These hours will be charged at the rates within our Fee Proposal.
- c. Should the extent of the works require us to expend more hours than originally contained within our Fee Proposal we will seek your instruction before expending these hours.

11. Invoices

- a. The Company will generally render invoices on completion of the design work or as agreed within our Fee Proposal. In particular if design co-ordination or Client approval is prolonged then the Client agrees to pay for the design services undertaken to date.
- b. Payments shall be as stated within the offer letter. If no schedule of payments is included, the full balance must be paid within 28 days of the date on the invoice. If payment is not

made by such date the Company reserves the right to invoice the client interest compounded monthly at the rate of 4% per annum above the official dealing rate of the Bank of England.

- c. The Company may be obliged to pay out fees and expenses on the Client's behalf such as specialist services or surveys which may be front loaded and substantial. Accordingly, the Company reserves the right to request payment from the Client on account for these services.
- d. Where fees are quoted on the basis of a percentage of the total construction cost initial and interim invoices will be based upon appropriate agreed estimates of the total construction cost. As design work proceeds and as actual construction costs are known, as a result of their calculation by a quantity surveyor or through tendering, interim invoices and final invoices will be raised based upon the actual total construction cost and will include any uplift in the fee as a result of increased construction costs over and above the original estimate. Should a scheme be designed as instructed by the Client and then be subject to value engineering to reduce the total construction cost, invoices for work completed up to the commencement of the value engineering will be based upon the higher total construction cost prior to the value engineering commencing. Design work required to modify the original scheme for value engineering purposes will be charged as an additional fee. Valuing ongoing work after completion of the value engineering process will be based upon the reduced construction cost resulting from the value engineering process.
- e. If the Client intends to withhold any payment, he shall notify the Company not less than one day before the final date for payment, stating the grounds for withholding payment and the deduction attributable to each ground.

12. Liability and Insurances

- a. The Company will have, before the commencement of this agreement, professional indemnity liability insurance adequately covering its professional liability under this agreement.
- b. Notwithstanding anything to the contrary in this agreement, the liability of the Company under or in connection with this agreement whether in contract or in tort, in negligence, for breach of statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed in aggregate the sum of [.....] or where left blank, 10 x the value of the agreed fee.
- c. No action or proceedings under or in respect of [this Agreement] whether in contract, in tort [delict], in negligence, for breach of statutory duty or otherwise shall be commenced against [the Consultant] after the expiry of [six] years from the date of completion of services or the termination of the services if earlier.

13. Net Contribution

Further and notwithstanding anything to the contrary contained in [this Agreement] and without prejudice to any provision in [this Agreement] whereby liability is excluded or limited to a lesser amount, the liability of [the Consultant], if any, for any loss or damage ("the loss or damage") in respect of any claim or claims shall not exceed such sum as it

would be just and equitable for [*the Consultant*] to pay having regard to the extent of [*the Consultant's*] responsibility for the loss or damage and on the assumptions that:

- a. all other consultants and advisers, contractors and sub-contractors involved in [*the Project*] shall have provided contractual undertakings to [*the Client*] on terms no less onerous than those set out in [*this Agreement*] in respect of the carrying out of their obligations in connection with [*the Project*]; and
- b. there are no exclusions of or limitations of liability nor joint insurance or coinsurance provisions between [*the Client*] and any other party to [*the Project*] and that any such other party who is responsible to any extent for the loss or damage is contractually liable to [*the Client*] for the loss or damage; and
- c. all the parties referred to in (i) above, have paid to [*the Client*] such proportion of the loss or damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss or damage.

14. Intellectual Property

- a. The copyright of all drawings, reports, specifications and other documents and information prepared by the Company on behalf of the client shall remain the property of the Company and the client will not without the written consent of the Company disclose to any person any information obtained by it in connection with this agreement.
- b. The Company's work will remain the exclusive property of the Company until the relevant invoice is paid in full, and the Company accepts no liability or obligation for any reports, designs, drawings or other services, for which our rendered invoices remain unpaid.

15. Intrusive Investigation and Services

- a. In performing any intrusive investigation, the Company will fulfil its commitment to diligence and working safety by exercising reasonable skill and care with respect of the avoidance of services, including, where specifically instructed, the appointment of a specialist service tracing company. Any service drawings for the site must be provided by the Client to the Company, if available, prior to the intrusive works commencing. Should these not be available, the Company will be given sufficient time by the Client to seek to obtain statutory service plans prior to the works commencing. It is not however possible for the Company to accept liability for damage to underground services, or subsequent arising damages, unless their location is clearly defined to us by the Client prior to the commencement of works.

16. Archiving

- a. The Company will store the original reports, designs, drawings and other documentation prepared for the Client in the Company's archive at no additional cost. However, should the Client (or the Company to enable the Company to deal with any further instructions from the Client) require further copies of the original reports, designs, drawings and other

documentation, then the Company may charge the Client for the work necessary to comply with the Client's instruction at the Company's standard hourly rates plus disbursements.

17. Data Protection Act

- a. The Company shall hold personal information of the Client only that which it believes is necessary for The Company to provide the agreed services. The client has the rights under the Data Protection Act 1998 to request the information The Company holds and to make any necessary changes to ensure that it is accurate and kept up to date. The Company, will not, without prior consent by the Client, pass any personal information onto any third parties except where required to do so by statute, legal reasons or requested by the government.