

Definitions and Application

1. Bailey Partnership is the trading name of Bailey Partnership (Group) Ltd, Company Number 15873896 - Incorporated on 3 August 2024, Private Limited Company registered in England and Wales. Registered office: Lyster Court, 2 Craigie Drive, The Millfields, Plymouth, PL1 3JB. A list of Directors names is available at the above address.
2. "The Client" is the legal entity (person, organization or company) requiring the Services to be performed and undertaking to pay the agreed Fees.
3. By commissioning Bailey Partnership to carry out the commission, the Client agrees to accept and abide by all of these Terms and Conditions, unless specifically agreed otherwise by both parties.
4. The "Agreement" shall mean these Terms and Conditions, together with the Scope of Services, Form of Appointment (if any) and Fee Proposal.
5. "Services" to be performed by Bailey Partnership are set out in the "Scope of Services" defined in the "the Agreement".
6. No action or proceedings for any breach of the Agreement whether in contract or in tort or in negligence or for breach of statutory duty or otherwise shall be commenced against Bailey Partnership after the expiry of 6 years from the date that Bailey Partnership last performs the Services under the Agreement.
7. Save in respect of personal injury or death, the Client shall look only to Bailey Partnership (and not to any of Bailey Partnership's personnel) for redress if the Client considers that there has been any breach of the Agreement. The Client agrees not to pursue any claims in contract, tort or statute (including negligence) against any of Bailey Partnership's personnel as a result of carrying out its obligations under or in connection with the Agreement at any time and whether named expressly in the Agreement or not. For avoidance of doubt, "personnel" shall include, but not be limited to, Partners, Directors, staff and officers of Bailey Partnership.
8. If any part of the Agreement is held to be invalid or unenforceable, the remaining terms will continue in full force and effect.
9. The Client may not assign all or part of the benefit of, or its rights and benefits under the Agreement of which these Terms and Conditions form part, without the explicit agreement of Bailey Partnership.

Execution of the Service

10. Bailey Partnership will use reasonable skill and care in the performance of the Services. Notwithstanding anything to the contrary contained in the Agreement, Bailey Partnership shall not be construed as owing any greater duty or obligation than the use of reasonable skill and care in accordance with the normal standards of its profession.
11. Our Fee proposal excludes provision of services relating to dispute resolution should a dispute arise between the Client and Contractor; additional fees would be payable for any such services.

Insurance

12. Bailey Partnership undertakes to maintain Public Liability Insurance, Employers Liability Insurance and Professional Indemnity Insurance PII for any one claim up to the value in the Agreement or £5,000,000 whichever is the lower sum, so long as that insurance remains commercially available, with the exception of EWS1 Forms, the issue of which have a £2M sub limit for PII insurance.

Fees

13. Unless otherwise agreed, our Fee proposal is only valid for 3 months from issue.
14. Percentage Fees are based upon the final account for the construction works unless otherwise stipulated in the Fee Proposal or Form of Appointment.
15. In the event that the Contractor fails to meet the contracted completion date we reserve the right to claim additional Fees to reflect the increased construction period regardless of whether the Client decides to seek recovery of these costs through the Construction Contract.
16. Hourly rate Fees in the Fee Proposal are subject to annual uplift at the CPI rate published by the ONS.
17. Payment of all or any Third Party costs not explicitly included in the Fee Proposal are excluded from our Fee Proposal.
18. Should Bailey Partnership agree to make arrangements to pay any client costs directly, a 15% handling charge shall be applied with payment terms of 14 days from invoice issue.
19. VAT at the prevailing rate is payable on all fees.
20. Set off of fees due is not permitted under the Agreement. In the event of any dispute, claim or complaint against Bailey Partnership by the Client, fees must be paid unless set off against loss is

specifically agreed by Bailey Partnership as appropriate to resolve the matter.

21. Should the client operate a Purchase Order system, a PO must be provided at instruction, Bailey Partnership takes no liability for costs and payment delays should instruction and related PO not be provided.

Payment Terms

22. Unless otherwise stated, payment terms are 28 days from invoice issue. Bailey Partnership reserves the right to raise daily interest charges at 4% above Bank of England Base Rate (but 4% should the Bank of England Base Rate fall below zero), should payment not be made within the agreed terms.
23. All rights are revoked and works would be suspended should payment not be made by the payment date, including suspension of any copyright licence and/or intellectual property rights under Clause 26.

Collateral Warranties / Third Party Right

24. Unless specifically agreed otherwise, we have not allowed within the Fee nor agree to provide Collateral Warranties. The provision of such warranties will be subject to agreement of the wording of the warranty being to our and our insurer's satisfaction and payment of Additional Fees along with payment of all Fees due prior to Bailey Partnership signing any such warranty.
25. Nothing in these Terms and Conditions or the Agreement shall confer or purport to confer on any Third Party any benefit or right to enforce any of the Terms & Conditions or the Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.
26. Where Bailey Partnership is requested to provide Warranties or enter into other Third Party Agreements and the terms of these documents have not already been agreed, Bailey Partnership is prepared to negotiate the terms of such documents and the additional fee, if any, that should be paid to Bailey Partnership for entering into them. The Client shall not withhold payment of fees, pending agreement to such documents.

Net Contribution

27. Without prejudice to any other exclusion or limitation of liability, damages, loss, expenses or costs the liability of Bailey Partnership for any claim or claims under the Agreement shall be further limited to such sum as it would be just and equitable to require from Bailey Partnership having regard to the extent of Bailey Partnership's

responsibility for such loss or losses and on the basis that the other consultants, contractors and suppliers appointed on the Project shall be deemed to have provided contractual undertakings on terms no less onerous than this Agreement in respect of the performance of their services in connection with the Project and shall be deemed to have paid to the Client such proportion which it would be just and equitable for them to pay having regard to the extent of their responsibility.

Force Majeure

28. Bailey Partnership shall not be liable to the Client as a result of any delay or failure to perform the Services and/or our obligations under the Agreement as a result of a Force majeure event. For the purposes of the Agreement, a Force Majeure event is an event beyond Bailey Partnership's reasonable control including but not limited to strikes, lock-outs or other industrial disputes, government actions, failure of a utility service, a public or private telecommunications network or a transport network, act of God, war, riot, civil commotion, epidemic or pandemic, malicious damage, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
29. If the Force Majeure event prevents Bailey Partnership from providing the Services and/or obligations under the Agreement for more than 8 weeks, Bailey Partnership shall, without limiting our other rights or remedies, have the right to terminate the Agreement immediately by giving written notice to the Client.

Dispute Resolution

30. In the event that the Client has a complaint in respect of the Services then, without prejudice to any other remedy the Client shall have access to Bailey Partnership's Complaints Handling Procedure, available via our Website and also available as written copies on request. If a dispute arises in connection with the Agreement, the Client and Bailey Partnership shall attempt to reach a settlement to resolve the dispute directly in good faith.
31. If a settlement cannot be reached, either party may refer the matter to Arbitration, with an Arbitrator appointed by the relevant Regulatory Board; namely Arbitrators drawn from the RIBA, RICS or CI Arb. for business to business transactions or the Centre for Effective Dispute Resolution (CEDR) for business to consumers' transactions.

Pollution, Contamination, Toxic Mold and Asbestos

32. Unless agreed in writing Bailey Partnership's liability for any claim or claims which may arise out of or in connection with, pollution, contamination or toxic mold is excluded. If otherwise agreed in writing such agreement will be accompanied by a Limitation of Liability to be agreed as appropriate at the time of appointment. Bailey Partnership are neither equipped for nor experienced in identifying asbestos and such surveys should be carried out by specialists.
33. Any reports issued by Bailey Partnership are confidential to the Client and its professional advisors and under no circumstances may they be passed on or reproduced in whole or in part, nor may it be relied upon by third parties for any use whatsoever. Bailey Partnership shall have no liability for any use by any third party of reports for any purpose, unless expressly agreed by Bailey Partnership with specific reference to this clause.

Intellectual Property

34. Bailey Partnership reserves all copyright and all intellectual property rights which may subsist with any service and reserve the right to take appropriate action to restrain or prevent infringement.
35. Subject to settlement of all fees due, the Client shall have a license to copy and use drawings and documents issued to them by Bailey Partnership for purposes related to construction, maintenance or sale of the Project. They may not be used for any extension of the Project or any other project without specific agreement of Bailey Partnership.
36. Bailey Partnership shall not be liable for any use any party may make of the drawings and documents issued for any purpose other than that for which the same was originally prepared.

Confidentiality

37. Where information relevant to the Client is obtained from other sources (ie other clients) Bailey Partnership is under no duty of disclosure.
38. The following are permitted:
- a. Random inspection of files for audit / accreditation purposes
 - b. Disclosure to professional advisors
 - c. General reference to project etc within advertising or promotional or tender material.

Governing Law

39. The Client and Bailey Partnership agree that the construction, validity and performance of the Agreement including these Terms and Conditions shall be governed by and construed under English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts. Both parties shall see that they, their employees, agents and sub-contractors shall observe the requirements of the General Data Protection Regulations 2018 and the UK Bribery Act 2010 in the provision and use of the subject matter of the Agreement. Bailey Partnership is an Equal Opportunities Employer and meets the requirements of the Equality Act 2010 and the Modern Slavery Act 2015.

Termination

40. If either party is in breach of its obligations and fails to remedy such breach (if capable of remedy) within 14 days of receiving written notice to remedy the breach or the Agreement has been affected by Force Majeure for at least 60 days, then the Agreement may be terminated forthwith by the party not in default without prejudice to the accrued rights of the parties.
41. If either party shall become insolvent or bankrupt or having a receiving or administration order made against it or compound with its creditors or commence winding up (save for solvent amalgamation or reconstruction) the other party shall be at liberty by written notice to terminate the Agreement forthwith.
42. Bailey Partnership and the Client have the right to terminate the Agreement for convenience without cause, fault or liability, subject to completion of the Services to an appropriate stage.
43. In the event of termination of this Agreement, the Client shall pay to the Consultant such payment as is due for the performance of the Services up to and including the first day of the month in which notice of termination was given.

Retention of Documents

44. Bailey Partnership will retain in electronic format only, all information provided to or issued by Bailey Partnership relating to this project for a period of no less than 6 years from completion of the project or longer if included in the Agreement and/or required by Statute.

**Regulation by RICS for Surveying Services
(does not apply to non-surveying services)**

45. Bailey Partnership (Group) Ltd is regulated by RICS for the provision of surveying services. This means we agree to uphold the RICS Rules of Conduct and all other applicable mandatory professional practice requirements of RICS, which can be found at www.rics.org. As an RICS regulated firm we have committed to cooperating with RICS in ensuring compliance with its standards. The firm's nominated RICS Responsible Principal is Philip Stuart-Harris, Executive Director, p.stuart-harris@baileyp.co.uk.