

Definitions and Application

1. _____ is the trading name of _____, a limited liability partnership registered in England and Wales No. _____

A list of members' names is available at the above address.

2. "The Client" is the legal entity (person, organisation or company) requiring the Services to be performed and undertaking to pay the agreed Fees.

3. By commissioning _____ 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. "Services" to be performed by _____ are set out in the "Scope of Services" document and or the Form of Appointment document.

Execution of the Service

5. We will use reasonable skill, diligence and care in our performance of the Services.

6. _____ undertakes to maintain Public Liability Insurance, Employers Liability Insurance, policy limitations are available on request. PI up to £5,000,000 for any one claim.

Payment Terms

7. Unless otherwise stated payment terms are 28 days from invoice issue. _____ reserve the right

to raise daily interests charges at 4% above Bank of England Base Rate, should payment not be made within the agreed terms. All rights are revoked and works would be suspended, should payment not be made by the payment date.

8. Should the client operate a Purchase Order system, a PO should be provided at instruction, take no liability for costs and delays should instruction and related PO not be provided.

9. Third Party Costs, should _____ make arrangement to pay any client costs directly a 15% handling charge shall be applied with payment terms of 14 days from invoice issue. _____ reserve

the right to raise daily interests charges at 4% above Bank of England Base Rate, should payment not be made within the agreed terms

10. VAT is payable on all fees at the appropriate rate.

Collateral Warranties

11. 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 fair and reasonable wording of the warranty to current industry standards and payment of Additional Fees along with payment of all Fees due prior to _____ signing any such warranty.

Net Contribution

12. Without prejudice to any other exclusion or limitation of liability, damages, loss, expenses or costs the liability of _____ for any claim or claims under these

terms and conditions shall be further limited to such sum as it would be just and equitable to require from _____ having regard to the extent of

_____ 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

13. Neither party shall have any liability for any loss or damages arising from a delay or failure to provide the

Services caused by Force Majeure.

Dispute Resolution

14. 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 _____

Complaints Handling Procedure, written copies of which are available on request. If a dispute arises in connection with the Agreement, the Client and _____ shall attempt to reach a settlement to resolve the dispute directly in good faith.

15. If a settlement cannot be reached, either party may refer the matter to adjudication, to be conducted in accordance with the Scheme for Construction Contracts Regulations. The Adjudicator Nominating Body shall be the RICS, RIBA, CIBSE, ACE, APS or CIARB as appropriate to the nature of the dispute.

Pollution, Contamination, Toxic Mould and Asbestos

16. Unless agreed in writing _____ liability for any claim or claims which may arise out of or in connection with, pollution, contamination or toxic mould is excluded. If otherwise agreed in writing such agreement will only be accompanied by a Limitation of Liability to be agreed as appropriate at the time of appointment. _____ are neither equipped

for nor experienced in identifying asbestos and such surveys should be carried out by specialists.

Third Party Rights

17. 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.

Intellectual Property

18. _____ reserve 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. Transfer may be made on agreement and subject to final settlement of all fees.

Governing Law

19. The Client and _____ agree that the construction, validity and performance of the Agreement and these Terms and Conditions shall be governed by and construed under English Law and the parties hereby submit to the jurisdiction of the English Courts. Both parties shall ensure that they, their employees, agents and sub-contractors shall observe the requirements of the General Data Protection Regulations 2018, 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 meet the requirements of the Equality Act 2010 and the Modern Slavery Act 2015.

Termination

20. 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.

21. 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.

22. 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 day upon which notice of termination was given.