

Consultancy Services Agreement – Standard Terms

1 Definitions.

- 1.1 Rendel- means Rendel Limited whose registered office is 61 Southwark Street, London SE1 1SA, United Kingdom.
- 1.2 Covering Letter - means Rendel's letter ref [*To be inserted*] dated [*To be inserted*].
- 1.3 Client - means the person, company or body corporate to whom the Covering Letter is addressed.
- 1.4 Agreed Sum - means the aggregate of any sums that become certifiable or are certified as payable, awarded by an arbitrator, court or otherwise agreed to be paid to the Client.
- 1.5 Services - means the services set out in the Covering Letter which Rendel has agreed to undertake and includes any additional services agreed in writing by Rendel.
- 1.6 Principal Contract - means any contract between the Client and another party in connection with which the Services are to be performed.
- 1.7 Work - means any report verbal written or typed documents data drawings or material stored in electronic form, design or anything else which is developed as part of the Services whether by or on behalf of Rendel but does not include proprietary computer software.
- 1.8 Standard Terms - means the terms and conditions set out in this document.
- 1.9 Agreement - means the agreement between Rendel and the Client of the Standard Terms and the terms and conditions set out in the Covering Letter to which they refer.

2 Terms and Conditions. The Standard Terms and the Covering Letter comprise all the terms and conditions of the Agreement which shall be governed and construed according to the laws of England and Wales. In the event of any conflict the Covering Letter shall prevail.

3 Intellectual Property Rights in all Work shall remain vested in Rendel. Provided always that the Client has paid all due Rendel fees he shall have a licence to copy and only use such Work for purposes connected with the Services and the Principal Contract.

4 Staff. Every effort will be made to maintain the staff resources indicated in the Covering Letter. If, however, in the sole opinion of Rendel it is necessary to provide substitute(s), Rendel shall provide staff of a similar standing to that originally proposed, including external sub consultant staff at Rendel's sole discretion.

5 Rates for time related fees stated in the Covering Letter and hereunder are subject to review and adjustment by Rendel on an annual basis to reflect any increase in salary or other costs, rates stated herein are valid to the end of the Gregorian calendar year. Time related fees shall apply to all time spent either working or travelling in connection with the Services.

6 Out-of-Office Expenses and Disbursements incurred in carrying out the Services shall be reimbursed to Rendel at cost. In 2015, travel by HPR vehicle shall be charged at 44p/mile, but adjusted annually in accordance with the Royal Automobile Club data.

7 Applications for Payment shall be made monthly and payment shall be due strictly in accordance with the agreed payment terms and/or schedule, as appropriate. Unless stated otherwise, payment of invoices to be made within 30 calendar days of the date of the invoice. The Client shall not withhold payment of the whole of an application on the basis that part is disputed. The Client shall not be entitled to set off from payment due, any amount unless it has first submitted a claim in full compliance with the recommendations of the Technology and Construction Court PreAction Protocol.

8 Late Payment shall in addition to statutory or other rights entitle Rendel to add interest on the sum outstanding at the base lending rate of the Bank of England, London plus 8% accrued daily ie as provided for in the Late Payment of Commercial Debts (Interest) Act 1998; to suspend the provision of Services; and to a lien on all Work and Client's documents until payment is received in full.

9 The Fees quoted in the Covering Letter are net of Value Added Tax (VAT). All fees, expenses and disbursements will be applied for net of VAT. The Client shall pay to Rendel the amount applied for together with any applicable VAT, and upon receipt, Rendel will provide a tax invoice, the tax point being the date of payment.

10 Duties, Taxes or Imposts of any kind, imposed by any Government or Authority outside of the United Kingdom in connection with the Services and incurred by Rendel, shall be reimbursed net by the Client in addition to the fees quoted in the Covering Letter and any further payment due under the Agreement.

11 Termination.

11.1 Rendel may, by written notice, terminate the Agreement in the event of:

1. a material breach of contract by the Client;
2. the Client proceeding materially at variance with Rendel's advice given in relation to the Services;
3. a suspension exceeding 3 calendar months;
4. insolvency of the Client;
5. conflict of interest including by reason of change in the Client's ownership; or
6. force majeure

11.2 The Client may, by written notice, terminate Rendel's further performance of the Services.

11.3 In the event of termination pursuant to clauses 11.1 or 11.2, Rendel shall be relieved of all further obligations under the Agreement and shall be entitled to payment for the Services provided to the date of termination and to all other payments due in accordance with the Agreement. In the case of lump sum or contingent fee agreements payment for hours worked shall be at Rendel's Standard Hourly Rates then current. Where

such rates are inapplicable, an hourly rate commensurate with the employee's grade shall apply. Furthermore, Rendel will be entitled to reimbursement of all costs incurred as a result of the matters giving rise to and as a result of the termination which are not recovered elsewhere under the Agreement, including loss of profit.

12 Conflict of Interest. If in Rendel's opinion a conflict of interest has arisen in the course of carrying out the Services including by reason of change in the Client's ownership, Rendel shall be entitled to rescind the Agreement by written notice to the Client. Unless otherwise agreed, Rendel shall be entitled to be paid for all hours expended to the date of withdrawal. In the case of lump sum or contingency fee agreements payment shall be at Rendel's Standard Rates then current.

13 Liability.

1. Rendel shall exercise reasonable skill and care in undertaking the Services and in completing the Work. The parties agree to act in good faith in the performance of their respective obligations under the Agreement. The Agreement is subject to no further warranties in respect of the performance by Rendel.
2. Rendel accepts no liability in contract, tort or otherwise for economic or consequential loss or loss of profit arising out of any act of neglect or omission of itself, its employees, servants, agents or subcontractors arising whether directly or indirectly out of the performance of the Agreement.
3. The Client is responsible for any loss arising from loss or damage to its documents whilst in Rendel's possession
4. The total liability of Rendel in contract, tort or otherwise in respect of its performance of the Agreement shall be limited to the amount of its fee.
5. The price of the Services has been calculated on the basis that the Client will exclude or limit its liability as set out in the Agreement and the Client by instructing Rendel agrees and warrants that the Client shall insure against or bear itself any loss for which Rendel has excluded or limited its liability in the Agreement and Rendel shall have no further liability to the Client.
6. The Client shall indemnify Rendel against all losses and claims for injury or damage to any person or property whatsoever as a result of the acts or default of the Client, its employees or its agents.
7. In addition to the foregoing, the liability of Rendel for any claim in connection with the Services, (whether in contract, negligence or otherwise) shall, subject always to the limitation in clause 13.4 above, be limited to the proportion of the total of all damage, including costs which may be fairly attributed to HPR (having regard to any contribution to any such loss or damage by any other person) in proceedings for a contribution under Civil Liability (Contribution) Act 1978 in England and Wales and its equivalent under Scottish Law

14 Poaching. During the term of the Services and for a period of 12 months from the date of completion of the Services the Client shall not without Rendel's agreement contrive to employ other than through Rendel any Rendel employee or former employee engaged on the Services.

15 Third Parties. A person who is not a party to the Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms (except and to the extent that the Agreement expressly provides for such Act to apply to any of its terms).

16 Confidentiality. Rendel shall observe the confidentiality of information acquired in the course of the execution of the Services and shall not disclose any information to a third party except as may be necessary for the proper performance of the Services or as required by law.

17 Disputes. - The client and Rendel shall use their best endeavours to negotiate in good faith and settle amicably any dispute or difference that may arise out of this agreement. If the designated representatives of the parties are unable to reach agreement on any matter referred to them within 14 days, then the matter will be referred to a neutral mediator. If the parties are unable to agree on a choice of Mediator then either party can apply to a mutually agreed nominating organisation to appoint a mediator. Each party will be responsible for their own costs. The findings of the Mediator will be binding on both parties.

18 Litigation. Subject to the disputes clause above the dispute or difference may be referred by either party to the courts for resolution according to the laws of England and Wales.

19 Invalidity of terms. If any provision of the Agreement is ruled to be invalid for any reason, that invalidity will not affect the rest of the Agreement, which remains valid and enforceable in all respects.

20 Notices. All notices to be served by either party shall be submitted in writing to the addresses set out in the Covering Letter or such other address as the party to be served may have previously notified in writing to the other party.