

Thank you for reaching out to Evan's Consulting Engineers Limited (ECEL) to act for you. We will provide you with confidential professional engineering advice and services.

We will undertake all services for you under these standard terms of business, hereinafter referred to as the 'Terms'.

We may also provide a letter of engagement setting out any further terms agreed between us, in which case the further Terms will take precedence.

We ask you to sign below and return to us one copy of these Terms. If we receive instructions, either oral or written, without receiving signed Terms, it will be assumed that you agree to the Terms. However, in certain cases, we reserve the right not to act on your behalf until a signed copy of the Terms has been received by us.

1 OBLIGATIONS OF THE FIRM

Our competent and qualified staff are engineering graduates and trained technicians, most of who are members of appropriate professional bodies, Institute of Civil Engineers or Institute of Structural Engineers and will comply with their codes of conduct.

It is our responsibility to: (a) practise competently, conscientiously and objectively, putting the interests of our clients foremost while observing the law and our duty to any Court or Tribunal; and (b) avoid any conflict of interest.

As designers we also have specific duties under HSE regulations and guidelines and Construction (Design and Management) Regulations 2015 (CDM 2015) which apply as soon as we are appointed and when designs which may be used for construction work have started.

We will perform the engagement with reasonable skill and care and acknowledge that we will be liable to you for losses, damages, costs or expenses caused by our negligence or wilful default.

Many of our clients also require from us to meet certain levels of industry standards and certifications. For this reason ECEL is committed to maintain the following accreditations:

- UKAS accredited integrated management system (IMS) for Quality ISO 9001, Environment ISO 14001 and Health and Safety ISO 45001.
- SSIP CDM in procurement vendor
- Construction Line level 3 (Gold)
- RISQS approved and audited in over 50 design and consultancy categories

We also hire in the services of a Health and Safety specialist registered with the HSE.

As part of our accreditations and in order to maintain high standards of services we provide training to our staff and record their continual professional development (CPD).

2 INSTRUCTIONS

2.1 Unless otherwise agreed, we will assume that any person within your organisation or establishment may instruct us on your behalf, unless they clearly do not have the appropriate authority. Having said that, it is often helpful if you can nominate an individual within your organisation or establishment to act as a primary point of contact for us and keep us updated if this changes.

2.2 With low value instructions of our fee value >£5,000, a written offer / quotation will be sent to you either through the post or via email and a verbal acceptance which will be confirmed by us via email or letter to you will constitute the instruction.

2.3 On higher value instructions of our fee value >£25,000 a formal written instruction by either a confirmation email or letter of acceptance will be required.

2.4 On instructions where our fee value > £25,000 a Purchase Order (P.O.) will be required to be issued to us by you for our review and acceptance. The terms of the P.O. shall not contradict these Terms.

2.2 Timing and form of instructions

We rely on our clients to give us timely, complete and accurate information and instructions. We prefer where possible to have oral instructions confirmed in writing in order to avoid any possible misunderstandings. If it is unavoidable for you to provide us with oral rather than written instructions, we will confirm in writing the instructions we have received, as we understand them, where time permits.

If we receive late instructions we may not be able to implement them in time, in which case your rights may again be lost irrevocably. In the event of late instructions or late payments to us, urgency charges may be incurred which we shall have to pass on to you.

Building Control, Planning and Technical Approval Authorities often impose time limits and failure to meet these limits can have detrimental effects to your approvals. Whilst it is our responsibility to inform you of any relevant time limits or deadlines, we cannot accept any responsibility if you fail to provide us with instructions that are clear, complete and early enough to allow us to act within such official time limits. We will endeavour to inform you of time limits and of actions or instructions that are required, but we do not undertake to give further reminders, incur costs on your behalf, or take other action in the absence of instructions to do so. In this situation, your rights may be lost irrevocably. We therefore strongly recommend that you also operate your own diary system so that any informed time limit or deadline is not overlooked.

Similarly, the above authorities can cause delays in accepting submissions and approving planning applications which is beyond our control. In cases where we are instructed to submit designs and information to these authorities for acceptance or approval we will endeavour to chase them up for updates, but there needs to be an understanding that their time scales are beyond our control.

2.3 Updating information

It is important that you inform us promptly of any change in relation to: (a) any primary contact; (b) your name, address, telephone/fax numbers and e-mail address; or (c) any change in the information submitted to us. Many such changes have to be officially registered.

Please remember that Building Control, Planning and Technical Approval Authorities and or Statutory Undertakers sometimes take a long time to accept designs or provide information and that there may be little activity during periods followed by a situation which requires immediate action. We cannot accept responsibility for any loss of rights as a consequence of your failure to inform us of such changes.

2.4 Electronic Communications

We will normally communicate with you by mail, e-mail, or fax. Given that e-mails sent over the Internet may lack security and jeopardise confidentiality, we cannot accept responsibility for any corruption in the information communicated to you or its disclosure to other parties as a result of the interception of such communication. Due to the very nature of the Internet, we cannot accept responsibility for non-receipt or late receipt by you of email communications. We shall be responsible for carrying out regular virus checks; however, we advise you to carry out your own virus checks on any communications (whether in the form of computer disc, e-mail, Internet or otherwise). To the extent that we have fulfilled our obligation above, we cannot accept responsibility (including in negligence) for any viruses that may enter your system or data by these or any other means. Furthermore, whilst we observe reasonable precautions, we regret that we cannot guarantee the security of our IT systems.

3 INSTRUCTION OF THIRD PARTIES TO ACT ON YOUR BEHALF

During the preparation of our services for you we may need to instruct third parties (eg. Sub-contractors or specialist designers where such parties are not part of our firm) to act on your behalf. We may instruct such third parties directly on your behalf, or alternatively you may need to agree a similar appointment to engage such third party.

Whilst we shall endeavour to select third parties we regard as being of good quality, we will not be liable for any default or negligence by such third parties. We shall, of course, monitor such third parties on an ongoing basis to ensure that the required service is

provided and that our performance standards are maintained.

PROFESSIONAL FEES

3.1 Our charges

Our charges are principally based on the amount of our professional time spent on requested and offered services, although other factors may also be taken into account. Such factors may include the size and complexity of the matter and the degree of urgency involved. We may adjust our standard charges if highly specialised knowledge is required, or if the matter is complex and/or urgent. Fixed charges may apply in relation to specific tasks (e.g. the actual filing of a patent application).

Generally, our hourly rates are primarily based on the seniority and experience of the professional staff involved. These rates are reviewed periodically. Our charges are calculated at the rates which are current when the work is carried out.

On private or client service requests, charges are generally based on a fixed hourly or day rates. Consultation charges are charged on hourly rates based on the previous chapter. Where tasks are broken down to specific activities and these are quoted based on requested service scope via letter or email communications, they will be honoured, unless a change is requested by you or a change is required due to increased scope due to incomplete information provided or hidden critical elements being inaccessible during site inspections.

All quotations are valid for a period of 40 days from issue.

Please ask us at any time for details of our rates.

All charges are subject to VAT. This will be made clear on any invoice.

3.2 Payment of our invoices

We accept payment by bank transfer, cheque and cash. Please make any cheque payment payable to 'Evan's Consulting Engineers Limited'.

3.3 Payment of expenses

You will be responsible for any expenses we incur on your behalf, beyond items already quoted. Travelling expenses to areas within 50 miles from any of our offices are already included in our fees. Travelling expenses, beyond a 50 mile radius from any of our offices may be charged to you. These expenses may include but not limited to, hire of equipment, sub-contractor fees where these were not agreed and quoted in our original quotation, planning application fees, statutory service return search fees, court fees, the costs of any experts or other agents. They may also include such items as photocopying costs, couriers, meeting expenses, telephone and fax charges.

Whilst our fixed charges and hourly rates are predictable, you should appreciate that local representatives' charges and official fees are outside our control since they may be changed without notice.

Any disbursements paid by us towards our services for the fulfilment of an instruction will have a 10% administrative fee added.

3.4 Payment on account

We may require payment on account, particularly in respect of large items such as charges and expenses for third party and sub-contractors, hire of equipment and costs of planning applications or when the requested services are exceeding the time frame agreed if any in our quotation.

When we make such a request, we may not carry out any instructed services until the requested payment has cleared into our bank account, so good time (eg, at least one week) should be allowed to avoid deadlines being missed. We take no liability for missed deadlines if we do not have cleared funds, when requested, to enable us to pay fees on time.

3.5 Estimates

If requested, we will try to give estimates of future charges in good faith based on our knowledge at the time. However, as charges may be affected by matters beyond our control and the amount of time involved often cannot be accurately forecast, such estimates will not be binding.

If during the course of carrying out the agreed services it becomes apparent to us that our actual charges are likely significantly to exceed our estimate, we will try to obtain your permission before exceeding it.

If you would like to set an upper limit on the charges which may be incurred without prior reference to you then please let us know.

Only some classes of services (usually in private residential projects) are suited to a firm advance quotation. Where firm advance quotations are provided these will be honoured, unless a change which is likely to have a significant increase on our time on the project has been instructed by you.

3.6 Invoicing

We would be happy to render invoices to and accept payment from another person nominated by you (eg, another company in the same group). However, please note that ultimate responsibility for making such payment will remain with you.

Invoices will be due for payment within 30 days as per government regulations, unless otherwise is agreed in written.

Overdue invoices are liable to interest at a rate of 8% over the Bank of England base rate.

3.7 Late Payments

Payment is due on receipt of our invoice.

If a requested payment on account is not made or if an invoice remains unpaid for after the payment period on the invoice, we reserve the right to suspend all work on your behalf. This is without prejudice to our right to invoice for services undertaken before such suspension and to take legal action for the payment of our costs. You will

be responsible for the consequences of the suspension of services, which may include the irrevocable loss of, or failure to obtain, rights.

Our standard period for payment is either 14 days on private residential projects or 30 days on all other projects from issuance of the invoice, and is noted on the invoice. If remittance is not received within the stated period without prior authorisation from us, we reserve the right to charge 5% compound interest on the total amount per exceeded month. We also reserve the right to charge for our time spent chasing payment.

It is our standard policy to put collection of any unpaid invoice in the hands of solicitors following expiry of the stated period for payment without further notice. You will become liable for any legal costs incurred.

4 FILING

4.1 Ownership of files

Our files remain our property at all times. If you would like to transfer our service deliverables to other professional advisors, we will copy such of the files relating to our services as you request (at your expense) and release the copy file(s) when all our charges have been paid.

4.2 Destruction of files

It is our normal practice to destroy our correspondence files, draft documents and other papers when the file is closed, that is more than seven years old. Unless you tell us otherwise, we will assume that you are content with this arrangement. Electronic files will be archived and may be accessible post this period, but there may be a cost involved in accessing those files if requested.

5 CONFIDENTIAL INFORMATION

While acting for you, we are likely to receive information which relates to you as our client. We will keep such information confidential, except where disclosure is required by law or regulation, or for the submission for acceptance or approval to technical approval and planning authorities or in other exceptional circumstances.

In general, we recommend that you restrict the release of, and maintain strict control over, any information not already in the public domain connected with instructions we receive. We would be happy to advise on the desirability of releasing confidential information to the public in specific cases.

6 DATA PROTECTION

ECEL will comply with all relevant data protection legislation, in particular the GDPR. By instructing us you are consenting to our use of relevant personal data as appropriate in the course of our professional services, including any transfers of such data outside the European Economic Area and sending you information which we think might be of interest.

Telephone calls may be recorded for training and security purposes, to confirm verbal instructions, and/or other matters discussed with you.

Please refer to our Privacy Policy for details of your rights under GDPR.

7 SEARCHES

Any searches you request or required based on our agreed services, may include but not limited to, statutory service returns, accident records, flooding zones, ground desktop studies, archive information, mining information, unexploded ordinance, may be carried out by ourselves, or by an independent specialist searching firm.

Due to the limitations and occasional errors in classifications, indices, computer databases and official records, no search can be guaranteed for comprehensiveness or accuracy. We will endeavour to point out any particular limitations when reporting search results and may recommend extending the search.

8 THREAT OF INFRINGEMENT

We will seek indemnity from you for threat of infringement proceedings for designs of products requested by you that may already be the intellectual property of others.

Before we send any warning on your behalf to a third party, we will ask you to indemnify us against the risks of our being sued for making an unjustified threat of infringement proceedings. The aim of this request is to maintain our objectivity in contentious matters, which would diminish if we were to become a party to any proceedings. We may refuse to act for you if you are not able to provide the requested indemnity.

9 CLIENT'S PRIVILEGE

In general, communications between Technical Approval Authorities, Councils, Planning Authorities and other public bodies, contacted on your behalf are privileged under Section 280 of the Copyright, Designs and Patents Act 1988. This means that other people, including the courts, are not entitled to discover the content of such communications where they concern professional advice. However, you should note that there are circumstances in which the privileged status of a letter or other document can be lost. Please let us know if you would like us to give you further information on this area.

10 CONFLICTS OF INTEREST

We cannot act simultaneously for two clients whose interests in the matter on which we are advising conflict, unless both clients consent to such an arrangement. When potentially taking on a new client, we try to identify conflicts of interest that may preclude us from acting. It is helpful if potential new clients identify to us any firms or companies for whom they believe we will be unable to act without a conflict of interest arising.

Sometimes, conflicts arise later because, for example, our clients acquire new companies or diversify into new areas of business. In such

circumstances, we reserve the right to decline to act further, at least in relation to the area of conflict, for one of the clients in question, generally the client with the shorter relationship with us. Because of obligations of confidentiality it is often not possible for us to identify the other client or the subject matter involved when we advise a client that we can no longer act for them.

11 CLIENT CARE AND COMPLAINTS

We value our good relationships with our clients. However, we accept that from time to time, difficulties and misunderstandings may arise. If you have any problems, you should feel free to discuss your concerns with the member of our professional staff dealing with your work.

If, after such discussions, you feel that the matter has not been adequately dealt with, please ask that person to refer you to the senior member of our firm appointed to handle client's complaints.

If we cannot resolve the matter, you should contact the Intellectual Property Regulation Board (IPReg) for matters relating to professional misconduct or The Legal Ombudsman for matters relating to quality of services provided.

12 CANCELLATION RIGHTS

12.1 Our terms and conditions which complies with "The Consumer Protection (Distance Selling) Regulations 2000", is as follows:

12.1.1 You are entitled to cancel the contract between you and us relating to your instructions which you have provided via our website or telephone or such other distance selling means for any reason at any time from the day after the contract is concluded i.e. the date we accept your instructions and notify you that we have received your instructions provided that you have not consented to us beginning to perform the services for you i.e. carry out your instructions.

12.1.1 A 7 day cooling off period of clause 12 of the "The Consumer Protection (Distance Selling) Regulations 2000" from the day of the contract is concluded does not apply as design services or exempted in accordance with clause 13 of the regulations.

12.1.2 Time recorded from any of our staff on our timesheet ledger pertaining to services undertaken on your instructions, will be invoiced to you in accordance with our quoted hourly rates.

12.1.3 We shall be entitled to charge a small uplift to the value of the invoice from 12.1.2 for abortive work corresponding to the highest value of: up to 10% of the quoted value of the instruction, a day rate for each member of staff included in our quote, or a day rate quoted on the instruction;

12.1.4 You acknowledge that the notification from us to you that we are accepting your instructions would signal the commencement of the services and to this end, you consent to us commencing the performance of such services for you.

12.1.5 Therefore, upon receipt of notification from us to you that we are accepting your instructions, you no longer have a right to cancel.

12.2 This clause 12 only applies to you if you have requested from us to carry out services for you via distance selling e.g. via our website, via other websites like BARK.com or similar or through the telephone.

13 TERMINATION OF RELATIONSHIP

You may terminate our relationship at any time by writing to us. If there is a good reason which prevents us from continuing to act for you, we may terminate the relationship ourselves by giving you reasonable notice. In either case, if the relationship is terminated we will require you to pay our charges and expenses up to and including the date of such termination.

14 THIRD PARTY RIGHTS

It is not intended that any terms of our relationship shall be enforceable by a third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

15 INSURANCE

We carry professional indemnity, employer's liability and public liability insurances. If, despite our efforts, we make a mistake (by which we mean any breach of our duty of care or other duties to you) and are liable to make a payment to you, our liability shall be limited as follows:

15.1 our maximum professional indemnity liability for any mistake shall be:

- £500,000 for services of value ≤£1,000
- £1,000,000 for services of value >£1,000 but ≤£10,000
- £2,000,000 for services of value >£10,000 but ≤£100,000
- £5,000,000 for services of value >£100,000 or services related to the railway industry
- £10,000,000 for multiple services related to the railway industry only

15.2 these limits shall apply whether the mistake affects just one piece of work we do for you, or several, so long as it is the same or similar mistake;

15.3 for the purpose of the overall limit, more than one mistake on a matter or transaction is considered as one mistake.

15.4 we will not be liable for indirect, special, exemplary or consequential damages, costs or losses or any damages, costs or losses attributable to lost profits or opportunities (whether or not foreseeable at the commencement of the matter);

15.5 we shall not be liable to the extent that our mistake results from something you do or fail to do (such as giving us the wrong information or not giving us information at the time we ask for it);

15.6 we shall not be liable for the incorrect interpretation of our deliverables by you or any of

your sub-contractors or other third parties which may be involved in interpreting our deliverables;

15.7 we shall only be liable for that proportion of loss or damage (including interest and costs) suffered by you, which is ordered against us by a court after taking account of the contribution to the relevant loss or damage of any other person responsible or liable to you for such loss or damage. For the purpose of assessing the contribution of any other person, no account shall be taken of any limit imposed on the amount of liability of such person by any agreement made before the loss or damage occurred;

15.8 where we are acting for more than one person, our liability is allocated among you in such proportions as you agree between you. You will not dispute the limit of our liability on the grounds that no such allocation was agreed.

15.9 inclusive shall not apply to any liability for death or personal injury caused by our negligence or to any other liability which cannot be lawfully excluded or limited.

15 MONEY LAUNDERING

For the purposes of preventing money laundering, we may ask you to prove your identity. This can be in the form of presentation of two separate and original pieces of identification, such as a current passport, drivers licence, and/or utility bills. We may use a third party provider, such as Creditsafe, to provide credit checks and identity checks.

16 GOVERNING LAW AND JURISDICTION

English law shall apply to the construction and interpretation of our relationship and the English courts shall have non-exclusive jurisdiction to resolve any disputes arising in relation to it.

The above Terms will apply until varied or replaced with alternative Terms agreed with you in writing. Please note that no change to the Terms of our agreement will be valid unless agreed in writing by an authorised member of staff of this Firm.

Signed by:

Print name and position

Contact Email

Contact Telephone

Date