

CHASE Consulting Ltd

STANDARD TERMS OF APPOINTMENT FOR PROFESSIONAL SERVICES

- 1 In this Agreement:

“CHASE Consulting” means CHASE Consulting Ltd (registered in England & Wales under company number 08809613, registered office at 24 Dyers Close, West Buckland, TA21 9JU

“Client” means the client for whom CHASE Consulting is to carry out the Services;

“Parties” means CHASE Consulting and the Client together and *“Party”* shall be construed accordingly;

“Services” means the services or any part thereof to be carried out by CHASE Consulting for the Client;

“Charges” means the charges to be levied by CHASE Consulting to the Client for the Services;

“Intellectual Property” means all drawings, software, reports, specification, bills of quantities, calculations and other documents and information prepared by or on behalf of CHASE Consulting in connection with the Services;

“Agreement” means the contract between the Parties evidenced by a written quotation or estimate from CHASE Consulting to the Client, identifying the Services and the Charges and any other relevant matters pertaining to the Services, and incorporating these standard general terms of appointment.
- 2 References to persons shall include reference to firms, corporations and unincorporated associations and vice-versa; references to statutes shall be taken to include reference to any modification, amendment or re-enactment of the statute in force.
- 3 Any alteration to the terms of this Agreement shall only be effective if agreed by CHASE Consulting.
- 4 This Agreement is the entire agreement between the Parties with respect to the Services and, save for a statement made fraudulently, the Parties accept that they are to have no rights or liabilities in respect of pre-contractual statements.
- 5 A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 6 The benefit of this Agreement may be assigned only with CHASE Consulting’s express written consent the giving of which shall be at CHASE Consulting’s absolute discretion.
- 7 This Agreement shall be governed by and construed in accordance with English Law and be subject to the exclusive jurisdiction of the English Courts.
- 8 CHASE Consulting shall carry out the Services using reasonable skill, care and diligence and in doing so shall be entitled to rely on information provided by the Client or on the Client’s behalf.
- 9 The Client shall provide or procure the provision of all necessary safety information, access and assistance to CHASE Consulting in the carrying out of the Services and provide free of charge to CHASE Consulting all data, reports, plans, drawings and other information (whether or not contained in documents) which pertain to the Services.
- 10 In the event that there is a material alteration in the Services and/or CHASE Consulting are prevented from or delayed in undertaking the Services by reasons beyond their reasonable control, CHASE Consulting shall be entitled to payment by the Client of their reasonable charges caused as a result of such alteration, prevention or delay and such charges will be added to the Charges payable in accordance with this Agreement.
- 11 Nothing in this Agreement shall restrict CHASE Consulting’s liability:
 - 11.1 to the extent that the Unfair Contract Terms Act 1977 prohibits CHASE Consulting from excluding or restricting such liability for death or personal injury; or
 - 11.2 for fraud.



- 12 CHASE Consulting shall not be liable for any indirect, economic or consequential loss or damage arising from or in connection with this Agreement.
- 13 CHASE Consulting will not be held liable for any delay or failure to fulfil CHASE Consulting's obligations under this Agreement as a result of causes beyond CHASE Consulting's reasonable control.
- 14 Where in the course of the Services CHASE Consulting engages any testing laboratory for the analysis of samples or otherwise CHASE Consulting shall engage such testing laboratory as agent for the Client and CHASE Consulting shall not be responsible for any act or omission or breach of duty or failure to perform or negligence by or of such testing laboratory.
- 15 Save as above the total aggregate liability of CHASE Consulting and/or its officers, directors, employees and subcontractors under or in connection with this Agreement whether in contract, tort, breach of statutory duty or otherwise shall be limited to the lower of (i) such sum as CHASE Consulting ought reasonably to pay having regard to its responsibility for the total loss or damage suffered by the Client on the basis that all other consultants, contractors or suppliers whose acts, omissions, services or advices have caused or contributed to the said loss or damage shall be deemed to have paid to the Client such contribution as it would be just and equitable for them to pay having regard only to the extent of their responsibility and ignoring any limitations of liability that may be incorporated into their contracts with the client or with any other party, (ii) ten times the Charges, (iii) one million pounds sterling.
- 16 The parties agree and acknowledge that the clauses above relating to limitation of liability satisfy the requirement of reasonableness as set out in the Unfair Contract Terms Act 1977.
- 17 The limits of liability set out in this Agreement shall continue to bind the Client notwithstanding any termination of this Agreement.
- 18 The liability of CHASE Consulting and/or its officers, directors, employees and subcontractors under or in connection with this Agreement arising from or in connection with asbestos, pollution or contamination and whether in contract, tort, breach of statutory duty or otherwise, is excluded
- 19 CHASE Consulting shall be under no obligation to provide collateral warranties or letters of reliance.
- 20 All Intellectual Property shall remain vested in CHASE Consulting and CHASE Consulting shall not be liable for the use by any person of Intellectual Property for any purpose other than that for which it was prepared. Provided that all sums due from the Client to CHASE Consulting however arising and whether relating to this Agreement or any other have been paid, CHASE Consulting grants a royalty free licence to the Client to use and to reproduce Intellectual Property in connection with the Services.
- 21 Until all sums due from the Client to CHASE Consulting however arising and whether relating to this Agreement or any other have been paid CHASE Consulting shall be entitled to a lien over all of the Client's documents in CHASE Consulting's possession.
- 22 Any invoice issued by CHASE Consulting further to this Agreement shall be payable upon receipt and time shall be of the essence in relation to payment. If an invoice or any balance of an invoice remains outstanding after 28 days from the invoice date the following sums shall be payable in addition at CHASE Consulting's option:
 - 22.1 a fixed sum calculated in accordance with s.5A, Late Payment of Commercial Debts (Interest) Act 1998;
 - 22.2 interest from the date of invoice at the rate of 5% per month, compounded on a monthly basis, both before and after judgment; and
 - 22.3 the full amount of CHASE Consulting's administrative and other costs incurred in recovering any unpaid sum including legal costs and disbursements on an indemnity basis.
- 23 The Client shall have no right of set-off in any circumstances and:
 - 23.1 all sums due to the CHASE Consulting in respect of this Agreement shall be paid in full without deduction save only for any deductions or withholdings required by law; and



- 23.2 if any deductions or withholdings are required by law the Client shall pay to CHASE Consulting such further sums as will ensure that the aggregate of the sums paid or payable under this Agreement shall, after deducting all such deductions or withholdings, leave CHASE Consulting with the same amount as it would have been entitled to receive under this Agreement in the absence of any such deductions or withholdings.
- 24 CHASE Consulting may terminate this Agreement by giving at least 30 days' notice in writing to the Client in which event CHASE Consulting shall be entitled to payment of that proportion of the Charges that relates to the Services performed up to the date of expiry of the notice to terminate.
- 25 CHASE Consulting may suspend or terminate this Agreement with immediate effect without notice if the Client is in breach of any part of it or is subject to or instigates insolvency proceedings of any type or if CHASE Consulting reasonably believes that the Client is or will be unable to pay its debts as they fall due. If CHASE Consulting suspends or terminates this Agreement for such a reason the Client will not be entitled to make any claim against CHASE Consulting in respect of such suspension or termination and the Client will remain liable to CHASE Consulting in respect of all sums due.
- 26 Where a change in VAT liability is to be applied retrospectively, and if requested to do so by the Client (who will be responsible for reimbursing, on demand, CHASE Consulting's reasonable costs) and (after taking account of any sums potentially payable to HMRC on account of claims to recover VAT input tax) a claim for repayment of overpaid tax will overall result in CHASE Consulting recovering a larger sum from HMRC than it is potentially liable to pay HMRC, CHASE Consulting shall submit a claim to HMRC for a refund of VAT charged in respect of the relevant Services already supplied, less additional VAT due to HMRC as a result of the decrease in CHASE Consulting's input VAT recovery. The amount of VAT refunded to the Client shall be limited to the amount CHASE Consulting receives from HMRC.
- 27 Fees and charges specified in the Agreement do not include any amount arising in respect of VAT (or other applicable taxes), which, if applicable, shall be payable by the Client and added to such fees at the rate in force at the time that they become due.
- 28 Any delay, waiver or abrogation by CHASE Consulting in enforcing any aspect of this Agreement will not affect or restrict any of CHASE Consulting's rights under this Agreement.
- 29 The Client shall indemnify CHASE Consulting against any costs claims liabilities and expenses incurred by CHASE Consulting arising from the transfer of any employees due to operation of law in connection with this Agreement or the Services.
- 30 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 31 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 32 Both parties shall keep confidential, and shall not without the other's written consent disclose to any third party, any trade or business secrets or other confidential information supplied by the disclosing party except as shall be absolutely necessary for the proper performance of this Agreement or compliance with statutory obligations. The Client shall consult with CHASE Consulting immediately in the event of a request for information under any applicable statutory provision which may affect CHASE Consulting or the subject matter of this Agreement.
- 33 The Client shall comply with all relevant statutory or other legal obligations in relation to the project to which the Services relate including (where applicable) its duties under the Construction Design and Management Regulations 2015 to allocate adequate resources and provide pre-construction information to consultants and (where applicable) to appoint a Principal Designer.



CHASE Consulting

Your Safety Our Purpose

34 The Client acknowledges that CHASE Consulting is committed to and operates a business management system, which incorporates environmental management processes and procedures in compliance with the requirements of ISO 14001.

Signed

Name: Anthony Heaton-Jones

Position: Director

Date 03/10/2022

