

**HARCROFT CONSULTING TERMS AND CONDITIONS OF AGREEMENT
TO PROVIDE PROFESSIONAL SERVICES**

- 1 General**
- 1.1 The Client engages Harcroft Consulting (HC) to provide consultancy services (the "Services") as detailed in this agreement / order and HC agrees to provide such services upon the terms and conditions set out below (the "Conditions").
- 2 Duration**
- 2.1 The Services to be provided by HC shall be for the duration stated within the Fee Proposal or such extended period as agreed by the parties.
- 3 HC Obligations**
- 3.1 HC will, in providing the Services, exercise reasonable skill and care in conformity with the normal standards to be expected of a competent professional providing services similar to the Services.
- 3.2 Should the Client request HC to provide additional services and HC agrees to provide such services (of which agreement shall not be unreasonably withheld), then agreed services shall be carried out subject to these terms and conditions.
- 3.3 HC shall observe and comply with the requirements detailed in the Client's Health & Safety policy, provided always that such policy shall have been brought to the attention of HC as detailed in clause 4.2 below.
- 4 Client Obligations**
- 4.1 The Client shall provide to HC without charge and timeously so as not to delay or disrupt the performance of the Services by HC, all necessary and relevant data and information in its possession and or to be procured by it.
- 4.2 The Client shall provide where necessary sufficient training to HC free of charge in respect of its particular Health & Safety policy and/or any other like procedures to enable HC to provide the Services.
- 5 Fee**
- 5.1 The Client shall pay to HC the Fee or any part thereof within 30 days of receipt of any relevant invoice submitted by HC.
- 5.2 Invoices unless otherwise stated shall be submitted at the end of each month for the element of the Services provided and expenses incurred within that month.
- 5.3 HC reserves the right to charge interest on any sums owed by the Client, such interest to be at a rate of 8% above the base rate of Barclays Bank Plc calculated from the final date for payment of a relevant invoice.
- 5.4 Any payments to HC are exclusive of Value Added Tax (VAT) as defined by the Finance Act 1972 and any invoices submitted by HC shall have added such amounts in respect of VAT as are applicable.
- 5.5 The Client agrees that HC may exercise a lien over any property of the Client in the event of non-payment of HC invoices.
- 6 Expenses**
- 6.1 The Client shall also reimburse HC for out of pocket expenses as agreed and/or reasonably incurred in the proper provision of the Services, provided that HC shall provide the Client with such vouchers or other evidence of actual payment of such expenses as the Client may reasonably require.
- 7 Insurances**
- 7.1 HC shall if requested provide details to the Client of the Public Liability insurance arrangements, if any, which HC has in place.
- 8 Liability**
- 8.1 HC shall not be liable to the Client or any third parties for any acts, errors or omissions of HC employees, servants or agents whilst under the Client's actual or deemed direction or control.
- 8.2 HC shall not be liable for any consequential loss or damage suffered and/or incurred by the Client and/or its servants, agents and third parties howsoever caused and/or arising as a result of HC providing the Services.
- 8.3 The Client indemnifies HC against any and all liabilities, claims, losses or proceedings howsoever caused and from whomsoever arising whether in contract and/or tort as a result of HC providing the Services, provided that the same are not covered by or are in excess of the indemnification contained in HC's policy of insurance referred to clause 7.1 above.
- 9 Termination**
- 9.1 Without limitation either party may by 7 days notice in writing terminate this Order if the other party shall :
- 9.1.1 be in breach capable of remedy, which shall not have been remedied by the defaulting party within 14 days of receipt by that party of a notice from the other party specifying the breach and requiring its remedy.
- 9.1.2 be guilty of gross misconduct and/or any serious or persistent negligence in the performance of its obligations hereunder.
- 9.1.3 become bankrupt or insolvent, or has a receiving order made against it, or (being a company) is wound up or has a receiver, administrator or liquidator appointed.
- 10 Confidentiality**
- 10.1 Save as may be necessary for the performance of the Services, or as the Client may allow in writing, HC shall treat as confidential all information relating to the Client's business (including technology, business plans, finances or know how) and shall take reasonable steps to ensure that its employees do likewise.
- 10.2 If the Client its servants, agents and/or related companies, engages an HC employee directly, indirectly or otherwise on a temporary, permanent, consultative or other basis within six months of completion of the Services and/or the termination of that employee's employment with HC (for whatever reason), whichever is the later, then the Client shall be liable to and shall pay HC on demand all the costs and/or losses incurred either directly or indirectly by HC in procuring a replacement employee of equal standard.
- 10.3 Should the Client introduce an HC employee to another employer during the period of this Order or for a period of 6 months after the Duration has ended and that employee is engaged by that other employer the Client shall also be liable to HC pursuant to clause 10.2 above.
- 11 Force Majeure**
- 11.1 If delivery or completion of the Services is delayed by strikes, lockouts, fire, accidents, or any other cause beyond HC's reasonable control, then the Client shall allow HC a reasonable extension of time for the completion of the Services.
- 12 Notices**
- 12.1 Any notice required by this Order to be given by either party to the other shall be in writing and shall be served by sending the same by registered post or recorded delivery to the last known address of the other party and any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting of any such notice.
- 13 Assignment**
- 13.1 This Order is personal to HC and the Client and is not assignable or transferable in full or in part without the prior written consent of the other party.
- 14 Entire Agreement**
- 14.1 These Conditions set out the entire agreement of the parties and supersedes all prior agreements in relation to this Order.
- 15 Complaints**
- 15.1 If the Client has cause to complain in respect of HC's performance of the Services, HC will deal with the same in accordance with its procedure for complaints, a copy of which can be obtained from or viewed at any of HC's offices upon request.
- 16 Governing Law**
- 16.1 Unless otherwise agreed in writing, this Order shall in all respects be governed by, construed and operated in accordance with English Law.
- 16.2 No provision of this Order is intended to or creates any right or benefit enforceable against either party under the Contracts (Rights of Third Parties) Act 1999.
- 17. Adjudication and Arbitration**
- Adjudication
- 17.1 If any dispute or difference arises under this Order either party may refer the same to adjudication in accordance with S108 of the Housing Grants, Construction and Regeneration Act 1996.
- 17.2 Any such adjudication shall be carried out in accordance with the Scheme for Construction Contracts (England and Wales) Regulations 1998 with the following amendments being incorporated therein:
1. Clause 22 to be deleted and replaced with 'The Adjudicator is not obliged to give reasons'
 2. New Clause 24A: If either party does not comply with the decision of the Adjudicator the other party shall be entitled to take immediate enforcement proceedings in the Courts to secure compliance with the Adjudicator's decision.
- 17.3 The adjudicator nominating body for the appointment of an Adjudicator shall be the President or Vice President for the time being of the Royal Institution of Chartered Surveyors.
- Arbitration
- 17.4 Subject to clauses 15 and 17 should any question or dispute arise and or remain unresolved between the parties then it shall be referred to the Surveyors and Valuers Arbitration Scheme as operated by the Chartered Institute of Arbitrators, 24 Angel Gate, City Road, London EC1V 2RS from whom details of such scheme may be obtained.
- 18 Definitions and Interpretation**
- 18.1 In these Conditions the following expressions shall have the following meanings:
- "Client" shall mean the person on whose behalf the Services are provided.
- "Duration" means the period stipulated on the Order.
- "Fee" shall mean the sum payable to HC for the provision of the Services.
- "HC" shall mean Harcroft Consulting Limited.
- "Order" shall mean the order to which these Conditions apply.
- "Agreement" shall mean the agreement to carry out services to which these Conditions apply.
- "Services" shall mean the services to be provided by HC as specified or referred to on the Order.