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Standard Terms and Conditions of Engagement for Services

1 a) The following "Standard Terms and Conditions of Engagement" shall apply to all of "the Services" carried out by "the Company" on behalf of "the Client". They shall constitute the sole contract between the Company and the Client until such time that they are replaced by a written, agreed, signed and subsequent "Contract of Engagement"

- b) "The Services" shall mean the scope of services, duties and activities provided by the Company to the Client as defined in the attached proposal letter.
- c) "The Company" shall mean Fi5h.net.
- d) "The Client" is the person, company, authority or other body who instructs the Company to carry out the work and shall mean the addressee detailed in the attached proposal letter.
- e) The "Agreement" refers to these Standard Terms and Conditions of Engagement.
- f) The Contract is between the Client and the Company.
- g) The Client confirms that it is entering into this Agreement wholly on its own behalf and not on behalf of or for the benefit of any other party and agrees that in the event of any claim for breach of contract arising out of or in connection with this Agreement it shall be entitled to recover from the Company only the losses, if any, it has itself suffered.
- h) The Company shall in the performance of the Services (as defined in the proposal letter) exercise and will continue to exercise the reasonable skill, care and diligence to be expected of a properly qualified and competent consultant experienced in the provision of such services.
- i) The Services shall be provided by the Company for the sole benefit and use of the Client unless otherwise agreed in writing by the parties. Unless otherwise agreed in writing by the parties, no person other than the Client may rely on any report or other communication made in writing or otherwise by the Company in relation to the Services.

2 a) In consideration of the performance of the Services the Client shall pay to the Company the fees stated in the proposal letter. If the Company is required by the Client to provide additional services outside the scope and nature of the Services set out in the proposal letter, the Client shall make a fair and reasonable additional payment to the Company in consideration thereof. Such payment shall, where appropriate, be calculated by reference to the rates and sums set out in the proposal letter.

- b) In the event that the Client requests the Services to be aborted, the Client shall pay to the Company the reasonable fees commensurate with the amount of work completed by the Company. For the avoidance of doubt the reasonable fees will include for the preparation of reports or other deliverable items actually carried out whether or not the Client requires them to be issued.
- c) All monies due to the Company shall be paid in UK £ sterling unless specifically detailed otherwise.
- d) Payment is due on the date of each invoice rendered and accounts must be settled in full within 30 days of the date of the invoice.
- f) Where payment is delayed the Company reserves the right to charge interest on overdue invoices to be calculated at an annual rate of 3% above the prevailing Bank of England base rate for each day they are overdue.

3 a) The Company's total liability for any claim whether in contract or in tort in negligence or for breach of statutory duty or otherwise relating to the provision of all of the Services under this Agreement shall not exceed the value of the invoiced service. The Company shall not be liable for any consequential losses incurred by the Client.

b) The Company's liability for any claims shall be further limited to such sum as it would be just and equitable for the Company to pay having regard to the extent of the Company's responsibility for the loss or damage suffered as a result of each claim or series of claims in question ("the loss and damage") and on the assumption that:

- i. all other Consultants and all Contractors shall have provided contractual undertakings on terms no less onerous than those applying to the Company in respect of the carrying out of their obligations, and
- ii. there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Client and any other party referred to in this clause and any other party who is responsible to any extent for the loss and damage is contractually liable to the Client for the loss and damage, and
- iii. all other Consultants and all Contractors have paid, or agreed to pay, to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss and damage.

d) No action or proceedings under or in respect of this Agreement shall be commenced against the Company after the expiry of a period of six months from the date of completion of the Services or such earlier date as may be prescribed by law.

e) The limitations which shall apply in relation to the Services are as set out in the proposal letter or are otherwise available on request.

5 In the event of a dispute, which proves unresolvable by discussion and negotiation, the Company and the Client hereby jointly agree to an

initial process of Mediation which, if unsuccessful, is to be followed by Adjudication under the relevant statutory scheme. All costs, other than legal costs associated with the process shall be borne in equal share by the Company and the Client.

6 All intellectual property rights and copyright associated with the Company's services shall remain vested in and the property of the Company. A specific licence for use may be granted by the Company. Any such licence will be strictly limited to issues associated with the project or the Services. The Company will not accept any liability whatsoever for any use of the materials to which the licence is granted for any purpose other than the original intent. In the event that the Client is in default of payment of monies due to the Company such licence is agreed by the parties to be immediately withdrawn and revoked.

7 a) The Client shall procure access for the Company to the property or properties in respect of which the Services are to be performed.
b) The Client shall supply to the Company without charge and within reasonable time all necessary and relevant data and information in the possession of the Client or known to him and shall give such assistance as shall reasonably be required by the Company in the performance of the Services.
c) Where relevant to the Services, the Client shall give the Company adequate notice of any danger or hazard which might cause death or injury to their employees and of which the Client ought reasonably to be aware.
d) Where relevant to the Services, the Client shall provide to the Company, prior to any intrusive investigations, full details concerning the presence and location of any underground or otherwise located services. If such details are unavailable the Company will take reasonable precautions to identify such services including the use of specialist equipment.
The Client agrees to reimburse the Company for the reasonable cost of any such precautions. Where no or insufficient information has been provided or is available, the Client agrees to indemnify the Company against any and all resulting losses or costs.

8 Unless specifically stated to the contrary, any budgetary opinion offered by the Company is to be regarded by the Client as broad guidance only.

9 a) Nothing within this Agreement shall be regarded as a commitment by the Company to accept, adopt or participate in the novation or transfer of this Agreement to any third party.
b) A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from this Act.

10 a) By receipt and in the absence of a written declaration to the contrary, these initial "Standard Terms and Conditions of Engagement", all as scheduled above, are accepted by the Client and deemed to constitute a contract between the Client and the Company for the delivery of the Services.
b) If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise enforceable by law, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby.

11 The provision of the Services shall be governed by and construed in accordance with English Law and the English Courts shall have non-exclusive jurisdiction with regard to all matters arising there from.

Standard Terms and Conditions of Engagement Version 1, September, 2006