



# Roger Casey Associates

Consulting Civil & Structural Engineers

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## **Terms and Conditions of Engagement**

These terms and conditions which, along with our quotation/proposal, make up the Agreement between Roger Casey Associates, the Consultant, and you the Client. Please can you read through them and return one copy to us signed and dated. An authorised person must sign on behalf of a company or on behalf of a firm. If you do not return them but continue to instruct us then we shall assume that you have accepted them.

1. **PAYMENT:** You, the Client agree to pay the Consultant the sums and rates as set out in the Fee Quotation in exchange for which we undertake to provide the Services, set out in the fee quotation with reasonable skill, care and due diligence. The Consultant is not an employee agent or, servant of the Client.

2. **MISTAKES IN INFORMATION:** If as a result of the any discrepancies, errors or omissions in the information you supply, or have supplied to us, we incur additional expense in the provision of our services or are delayed or impeded in delivering our services then, we reserve the right to raise an additional charge for the additional work and shall not incur any liability for the delay and you will agree to extend the time we have to complete our services.

3. **VARIATIONS:** If you require any reasonable alteration, addition or omission to the Services outlined in the fee quotation, we will identify the impact of the Variation on our Services in writing, if necessary, upon your request, but the Agreement shall remain unchanged unless and until the parties agree that Variation in writing. We reserve the right to raise an additional charge for such Variations.

4. **PREMISES AND FACILITIES:** You must make sure that we have access at all reasonable times to premises as may be necessary for the provision of our Services and obtain all permits, licences, approvals and consents necessary for the performance of the services.

5. **ASSIGNMENT AND SUBCONTRACTING:** Neither party shall assign any of its rights or obligations under the Agreement without the prior written consent of the other party, such consent shall not be unreasonably withheld. We will not subcontract any part of our Services without your written consent, which shall not be unreasonably withheld.

6. **INDEMNITY AND INSURANCE:** We maintain professional indemnity insurance and can produce evidence of that cover upon request.

7. **CHARGES AND TERMS OF PAYMENT:** Our Charges shall be paid within 14 days of an invoice being delivered. If payment is not made on the date due then we reserve the right to charge interest of 4% per annum [above the base rate from time to time of Barclays Bank PLC or the amount prescribed in the Late Payment of Commercial Debts (Interest) Act 1998 (as amended by the Commercial Debt regulations 2002) whichever is greater] from the due date until the outstanding amount is paid in full. If any amounts remain unpaid then we reserve the right to suspend performance of our Services provided we have given you notice requiring payment on an overdue sum within 7 days and you have failed to comply. If you dispute or query any part of an invoice then payment of the remainder of the invoice shall not be delayed.

8. **INTELLECTUAL PROPERTY RIGHTS:** When we refer to Intellectual Property in this agreement we mean patents, copyright, registered and unregistered design rights, utility models, trade marks (whether or not registered), database rights, rights in know-how and confidential information and all other intellectual and industrial property rights and similar or analogous rights existing under laws or any pending applications for and rights to apply for or register such rights;

All documents, plans, data, calculations and work papers prepared by the Consultant and whether in hard copy or electronic form will remain our Intellectual Property and are for your use only in accordance with the work specified in our fee quotation letter. Nothing in this Agreement grants you any licence or any other Intellectual Property rights other than by written agreement.

9. **INSOLVENCY OR BANKRUPTCY:** If either party shall become insolvent or bankrupt, or have a receiving order or administration order made against it or compound with its creditors or, being a corporation, commence to be wound up (not being a members' voluntary Winding up) or carry on its business under an administrator or administrative receiver for the benefit of its creditors or any of them, the other party shall be at liberty either  
a) to terminate the Agreement immediately by notice in writing to the other or to the administrative receiver or administrator or liquidator or to any person in whom the Agreement may become vested,  
or

Terms and Conditions (Continued)

b) to give such administrative receiver, administrator, liquidator or other person the option of carrying out the Agreement subject to their providing of a guarantee for the due and faithful performance of the Agreement up to an amount to be agreed.

10. TERMINATION: If either party is in breach of its obligations under the Agreement and fails to remedy the breach within 14 days (or such longer reasonable period as may be specified) of receiving a written notice to remedy the breach, then the Agreement can be terminated forthwith by the innocent party without prejudice to the accrued rights of the parties.

11. CONFIDENTIALITY AND DATA PROTECTION AND PRESERVATION:

We mutually agree to keep confidential all information of the other party, whether designated as confidential or not, obtained under or in connection with this Agreement and shall not divulge the same to any third party, without the consent of the other party. The provisions of this clause shall not apply to any information in the public domain otherwise than by breach of the Agreement; or information obtained from a third party who is free to divulge the same. We shall divulge confidential information only to those employees who are directly involved in the Agreement or have use of equipment and/or software used in connection with the Agreement and we shall ensure that such employees are aware of and comply with these obligations as to confidentiality. We may refer to the Agreement or to the fact that you are our customer with your prior consent of the Client which shall not be unreasonably withheld.

We must disclose confidential information if required by Court order or otherwise by law.

We shall take all appropriate steps to keep Personal Data confidential in accordance with the Data Protection Act 1998.

We reserve the right to use the information you provide to us to carry out credit checks and confirm you are who you say you are. We will only use licensed Credit Reference Agencies who will keep a record of our search and the Application.

Please note that by signing these terms and conditions you are giving your consent to the above processing activities and such other activities as may be necessary to enable us to provide our services as may be required by law from time to time.

We will maintain records of all Consultancy Services provided under the Agreement for a period of 6 years from the completion of the Agreement. The Consultant shall provide copies of such records to the Client as may be reasonably required on request and the Client shall reimburse the Consultant with the reasonable costs incurred in preparing and supplying the copies.

12. FORCE MAJEURE: If we are delayed in the performance of our Services by circumstances beyond our reasonable control we will give you immediate notice of that fact and shall be entitled to an extension of any time specified in our fee quotation. If we are delayed by more than 45 days after such notice, or agreed period either party may terminate the Agreement by giving written notice to the other party. In the event of such termination, we shall be entitled to part of our Charges incurred prior to the receipt of the written notice including costs that are reasonably incurred in expectation of our Services continuing and any additional costs reasonably incurred in terminating the services.

13. SEVERABILITY: If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision ion question shall not be affected.

14. JURISDICTION: This Agreement shall be governed by the Laws of England and Wales.

Signed by

[.....] (Name)

[.....] (Signature)

[.....] (Title)

[.....] (Date)

for and on behalf of the Client