

Barton Willmore, now Stantec

Standard Terms and Conditions of Engagement

1. Definitions and Interpretation

- 1.1 **Agreement:** our Appointment Letter together with these Terms and Conditions of Engagement. In the event of any conflict, the provisions of the Appointment Letter shall prevail. If you require us to enter into an alternative form of appointment for the provision of our Services, the terms of this Agreement shall prevail until the alternative appointment is completed.
- 1.2 **Appointment Letter:** our letter which confirms the scope of Services to be performed by us and our fee chargeable for that scope, as the same may subsequently be added to, updated or varied in writing. Where we issue an appointment letter for our Services and subsequently add to those Services in further appointment letters, all the letters will together form one Appointment Letter dated with the date of the first appointment letter.
- 1.3 **CDM Regs:** *Construction (Design & Management) Regulations 2015*.
- 1.4 **Client:** the addressee named in the Appointment Letter.
- 1.5 **Consumer:** you if you are an individual acting for purposes which are wholly or mainly outside your normal trade, business, craft or profession within the meaning of the *Consumer Rights Act 2015*.
- 1.6 **Consultancy Services:** any of Town planning, Masterplanning, Landscape planning/LVIA, Environmental and Infrastructure Planning, Heritage, Community Engagement, Retail consultancy, Development Economics or Expert Witness.
- 1.7 **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the *General Data Protection Regulation ((EU) 2016/679)*; the *Data Protection Act 2018*; the *Privacy and Electronic Communications Directive 2002/58/EC* (as updated by *Directive 2009/136/EC*) and the *Privacy and Electronic Communications Regulations 2003 (SI 2003/2426)* as amended and all English legislation implementing or supplementing this legislation.
- 1.8 **Date of this Agreement:** the date of the first Appointment Letter issued in respect of the Project.
- 1.9 **Design Services:** any of Architectural design, Landscape design or Graphic Communications.
- 1.10 **Instructing Client:** you, if you are the only Client or, if we are instructed by more than one Client, the first named addressee of our Appointment Letter.
- 1.11 **Limit of Indemnity:** an aggregate maximum of £1,000,000 (one million pounds) in respect of the entire Project.
- 1.12 **Material:** all information data reports schedules documents drawings models notes sketches illustrations and other media in whatever form along with the intellectual property and designs contained in them prepared by us or on our behalf in connection with the Services.
- 1.13 **Project:** the project referred to in the Appointment Letter.
- 1.14 **Services:** the scope of services to be performed by us for the Project as separately described in our Appointment Letter or as subsequently amended by us in writing.
- 1.15 **We, us or our:** either or both of Stantec UK Limited and Barton Willmore Design Limited (as the case may be), being the entity or entities providing the Services.
- 1.16 **You or your:** the persons or entities identified in the Appointment Letter as our Client. Where more than one Client is addressed in our Appointment Letter we are instructed by all of you, and together you shall be represented in all matters by the "Instructing Client".
- 1.17 Consultancy Services are provided by Stantec UK Limited (company number 01188070). Design Services are provided by Barton Willmore Design Limited (company number 2112957). If both Stantec UK Limited and Barton Willmore Design Limited provide services in respect of a Project, each company will be liable only for the services it provides and it will have no liability for service provided by the other company. The provisions of clause 11.5 will apply to the aggregate liability of Stantec UK Limited and Barton Willmore Design Limited in respect of a Project.

2. Services

- 2.1 We shall carry out our Services and obligations under this Agreement with the reasonable skill and care ordinarily to be expected of members of the relevant professional discipline. No other warranty either express or implied is made or intended by this Agreement.
- 2.2 The Services are set out in the Appointment Letter. These may be amended only by mutual written agreement between us. Any additional services, variations or changes of instruction shall be subject to the terms of this Agreement.
- 2.3 Where architectural Design Services are to be provided, our Services shall be the minimum standard services set out in the *RIBA Schedule of Services* current at the Date of this Agreement, unless these are varied by our Appointment Letter.
- 2.4 As Instructing Client you will nominate one individual with full authority to act as your representative. Unless confirmed otherwise by you in writing this shall be the party to whom we addressed our Appointment Letter. If you are a Consumer client this will be you in person. We shall be entitled to rely on any instruction of the representative as your own instruction and you shall be responsible for any resulting fee or expenditure.
- 2.5 You will appoint other consultants necessary for the proper progress of the Project (including where required a Principal Designer under the CDM Regs) and to enable us to perform our Services.

3. Fee

- 3.1 The Fee shall be the sum set out in our Appointment Letter. If no fixed or percentage Fee is stated, remuneration for the Services and any additional services, variations or changes of instruction shall be on a "time-spent" basis in accordance with the Schedule of hourly rates provided in the Appointment Letter, plus expenses and VAT. The rates will be reviewed annually on 1 April and any new rates will be applied to the Services from that date.
- 3.2 Where a percentage Fee is stated, it shall be calculated on the final gross construction cost of the Project. Until this has been ascertained, it shall be based on the estimated contract value of the Project, including any element relevant to the Services.
- 3.3 If we provide budget cost guides for provision of the Services, these will be based on our experience but are indicative only. All budget figures are net of expenses and VAT unless we agree otherwise in writing. We will endeavour to advise you when a budget figure is reached. If you continue to instruct us beyond an agreed milestone or budget or we continue to provide services with your knowledge or acquiescence, this shall be deemed to be an additional service and will be chargeable on a "time spent" basis.
- 3.4 Where we agree that a stage payment of the Fee will be made following a government or Local Authority decision, payment will be due at the stage of determination to grant or committee resolution rather than the issue of a decision notice. No warranty is given that any application will be made or determined by a particular time or that any decision will be granted whether with or without conditions.
- 3.5 The Fee excludes:
 - 3.5.1 Planning Application fees, Building Regulations and Local Authority charges, any survey costs or any other ancillary charges, which shall be paid directly by you to the body or specialist concerned;
 - 3.5.2 all costs and expenses reasonably incurred in the course of providing the Services for travel, accommodation, subsistence, printing and other necessary disbursements. These will be charged in addition to the Fee. You will be notified of exceptional items of expenditure, and we reserve the right to be put in funds for them in advance. This includes the instruction of solicitors or Counsel on your behalf (and for whose advice we will have no liability);
 - 3.5.3 any costs associated with copyright or licence fees in connection with any material supplied by or to you. You are responsible for obtaining all copyright licences and other permissions and paying any necessary fees for all material provided to us for inclusion in the Services.

4. Payment

- 4.1 Where we are engaged by more than one Client, or where the Fee is to be apportioned between Clients, the Instructing Client will be responsible for procuring payment of all Fees and any sums due under this Agreement, but each Client shall remain jointly and severally liable for payment. Subject to clause 4.7

you agree that non-payment by you or any Client of any sum due to us will be a breach of this Agreement.

- 4.2 Unless otherwise specified in the Appointment Letter, the Fee shall be payable monthly on account, or earlier if (a) the Services (or the part instructed) have been completed or (b) documentation prepared by us for formal submission is withheld or withdrawn by you for reasons unrelated to the Services.
- 4.3 The Fee and other charges become due at the date of our invoice and you shall make payment in full within 30 (thirty) days of that date (the "Final Date for Payment"). Where applicable our invoice constitutes an interim application for payment and a payee notice under Sections 110A(3) and 110B of the *Housing Grants, Construction and Regeneration Act 1996* as amended by the *Local Democracy, Economic Development and Construction Act 2009* (together the "Construction Act"). You must notify us of any queries in respect of any invoice from us in writing no later than 7 (seven) days before the Final Date for Payment. VAT and/or any applicable local taxes or withholding charges shall be payable on all sums due at the prevailing rate. If you hold an exemption certificate you must inform us before we start work.
- 4.4 All Fees and other charges shall be paid in GB£ pounds sterling.
- 4.5 If we address an invoice for our Services to a third party we will do so on the basis that they are paying as your agent and this shall not constitute novation or assignment of this Agreement, nor shall we owe that third party a duty of care. You remain liable for the payment of all sums due to us until full payment is received from the third party.
- 4.6 If full payment of our invoice is not made by the Final Date for Payment, we shall be entitled to charge statutory interest on overdue sums at 8% per annum above Barclays Bank plc base rate calculated on a daily basis. If you are a business, we will also be entitled under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) to charge compensation and our reasonable costs of recovering the debt.
- 4.7 If we have made an application for payment in accordance with clause 4.3 and you intend to pay less than or set-off from the sum on our invoice you must serve a written notice on us (a "pay-less notice") no later than 7 (seven) days before the Final Date for Payment specifying the amount you consider due to us at the date of the invoice and the basis upon which that sum has been calculated. If you do not serve a pay-less notice in accordance with this clause 4.7, the amount you must pay will be the sum stated on our invoice.
- 4.8 If any sums due to us under this Agreement have not been paid in full by the Final Date for Payment and no effective pay-less notice has been issued by you in accordance with clause 4.7 then, without prejudice to any other rights we may have, we may suspend performance of any or all of the Services or our obligations under this and any other Agreement by written notice to you stating the ground or grounds on which it is intended to suspend performance and, in the case of suspension of a part, specifying the part to be suspended. Such suspension shall commence 7 (seven) days after the date of issue of our suspension notice.
- 4.9 In addition to any overdue sums, we shall be entitled to reimbursement by you of a reasonable sum to cover costs and expenses that are reasonably incurred by us in connection with or as a consequence of our suspension under clause 4.8.
- 4.10 Our right to suspend shall cease immediately on payment in full of all sums due to us.

5. Legislation and Standards

- 5.1 We can only advise on UK policies and standards applicable to our Services and any comment, advice or guidance we offer is based on our reasonable interpretation of prevailing government and local policies, in accordance with our standard of care referred to in clause 2.1. You must form your own independent judgment upon any advice given or Material we provide and you shall not rely on any oral or draft advice or Material. Responsibility for applying any comment, advice or guidance to the design of the Project remains that of the consultant designers appointed by you (who may be parties other than us).
- 5.2 You acknowledge that you may have obligations and responsibilities under legislation relating to property transactions and the building and construction industries. You shall not be deemed to have relied on us and shall obtain appropriate advice from your own property, legal, taxation and other professional advisers before proceeding with any project or purchase.

- 5.3 You acknowledge that we have drawn your attention to the need for compliance with the CDM Regs. Your duties include the requirement for you to appoint a "Principal Designer" and "Principal Contractor", and also to notify the relevant enforcing authority (normally the Health and Safety Executive). We will not act as Principal Designer unless specifically appointed under a separate written agreement.
- 5.4 Where appointed to provide Design Services, we shall carry out such duties as are applicable to us as a "designer" under the CDM Regs. Our obligations under this Agreement do not include the duties or responsibilities of the Principal Designer, the collation of pre-construction information or preparation of a Health & Safety file (as defined in the CDM Regs).

6. Material

- 6.1 All Material prepared by us or on our behalf will be provided only in hard copy or PDF format. We shall not be obliged to provide live electronic versions of any Material, but if we do so we shall not be liable for any reliance by you or a third party on such Material or for any subsequent use amendment or alteration.
- 6.2 All advice or Material we provide is for your sole use and benefit and is to be used only for the purpose for which it was prepared in connection with the Services. It shall not be disclosed or communicated to any other person, and no third party shall obtain a licence to use it, without our prior written consent (which we may at our discretion withhold or grant subject to conditions) and solely on terms that we prescribe. We shall have no liability or responsibility to any third party to whom any advice or Material has been disclosed or communicated without our consent and you will indemnify us against all claims or losses resulting from any breach of this clause.
- 6.3 We shall not be obliged to enter into letters of reliance, licences or warranties in favour of third parties, and in no event shall we have any greater or longer contractual liability to a third party than we have to you as our original Client under this Agreement.
- 6.4 All data or information to be included in the Services is to be provided by you (or others as advised or appointed by you) in sufficient time before we commence the relevant Services and with all necessary permissions to enable us freely to use the data and information in connection with the Services. We shall not be liable for (a) the accuracy or content of such data or information (including but not limited to planning histories and site survey information by Local Authorities, statutory undertakers and any third party) when incorporated into our Material or Services, or (b) any resulting errors or omissions. Where we agree to coordinate the input of other consultants we will not be responsible for checking or approving the content of the contributions. We disclaim all liability for any legal, financial or valuation advice included in our advice or Material.
- 6.5 We will use reasonable endeavours to ensure accuracy of any indicative designs, layouts or illustrations of principles of development provided in support of outline planning applications however these drawings are intended to serve as a guide to the broad nature, density and composition of development and should not be regarded as definitive. Final development schemes may differ from the original indicative layouts depending on the Development Control criteria prevailing at the time of implementation of the final scheme.
- 6.6 In the event that a permission is granted, we shall have no responsibility for the implementation, failure to implement, or expiry of the permission (including but not limited to compliance with conditions or resolution of other matters, for example Section 106 planning obligations) save to the extent that this expressly forms part of the Services.
- 6.7 No drawing or schedule prepared or produced by us or on our behalf in any format shall indicate legal title or be used by any party to define a boundary or an area that is the subject of any land transaction, unless expressly agreed by us in writing. When providing information for planning submissions or Land Registry purposes, we may be required to remove disclaimers from our Material; you will indemnify us against all costs, losses, claims, proceedings and expenses incurred as a result of such use of our Material.
- 6.8 If we have agreed to prepare project or working drawings but no on-site or construction stage involvement is included in the Services, we shall have no liability for any errors or omissions arising from the subsequent use of such drawings unless we are provided at the appropriate time with full details of, and given adequate opportunity to resolve any disparity between, site dimensions/conditions and construction elements produced from such drawings. Unless you specifically appoint us to provide this

service, our drawings are not intended to be "as-built"; they will not have been verified by site survey or represent the finished development.

- 6.9 Where we prepare area schedules these may be measured from information which is of limited accuracy or subject to change and shall therefore be considered approximate only and not to be relied upon. You should confirm any areas for yourself, ensure that any purchaser takes their own measurements, and make appropriate allowance for variations inherent in the planning, development and construction processes.
- 6.10 Data collated for constraints mapping, GIS, socio-economic research, retail assessments or other analysis is based on publicly available sources such as Ordnance Survey, Land Registry, National Audit Office, Environmental Agency and similar bodies, which may not be accurate. We shall not be liable for the accuracy of the resulting Material.

7. Copyright & Intellectual Property

- 7.1 Copyright and all other intellectual property rights in any Material and in any work produced from it shall remain with us. Subject to clauses 7.2, 7.3 and 10.7.4, you shall have a licence to copy and use the Material for any purpose relating to the Project. This licence will not allow you to reproduce the intellectual property contained in the Material for any extension of the Project or for a separate project.
- 7.2 The licence referred to in clause 7.1 will be revoked in the event that:
 - 7.2.1 you do not make full payment of all Fees and charges properly due under this Agreement; or
 - 7.2.2 you or we terminate this Agreement
- 7.3 Where you wish to use our Material to continue a project or for an extension to it or a separate project without reappointing us, you may make use of the Material subject to payment of a copyright fee equal to 1% of the anticipated final construction cost of the entire project unless we agree otherwise.
- 7.4 We shall not be liable for the use of the Material for any purpose other than that for which it was originally prepared by us or on our behalf.

8. Insurances

We will effect professional indemnity insurance to the Limit of Indemnity for any one claim or series of claims arising out of any one event in respect of any negligent act error or omission on our part in our performance of all our services on the Project, but excluding liability for pure economic loss, consequential loss and for claims in connection with pollution and contamination, asbestos, terrorism or toxic mould. We will use reasonable endeavours to maintain such insurance for 6 (six) years from the Date of this Agreement provided such insurance remains available at that level on the open market at commercially reasonable rates and on commercially reasonable terms.

9. Assignment, Other Consultants and Subcontracting

- 9.1 Neither you nor we may assign or novate this Agreement in whole or in part or subcontract our respective obligations without the written consent of the other.
- 9.2 If we arrange on your behalf to obtain Appointment Letters from or give instructions to other consultants or a combined Appointment Letter or tender is made with any other consultant, the appointment of any other consultant shall not be as our sub-consultant but shall be deemed to be an independent contract formed directly between you and that consultant on that consultant's own terms or, if no such terms are agreed, on the same or no more onerous terms than this Agreement.
- 9.3 We shall not be obliged to appoint sub-consultants. Where we agree to do so at your request, this arrangement must be formalised in writing and we shall be entitled to make an additional charge of 10% of the sub-consultant's fee for administration and management. The appointment of any such sub-consultant shall be on terms similar to and no more onerous than the terms of this Agreement.

10. Cancellation, Suspension and Termination

- 10.1 You may suspend the Services for a maximum of 3 (three) months on giving us written notice in which case the payment provisions in clause 10.1 will apply. If at the end of this period of suspension you have not instructed us to resume the Services, we may terminate this Agreement after first giving you 14 (fourteen) days' written notice. On resumption of the Services following any suspension there shall be a

fair and reasonable increase in the Fee commensurate with the additional costs, if any, to us of performing the Services.

- 10.2 Where we have received no instructions from you in respect of the Project for a period of 6 (six) months we shall be entitled to consider our appointment under this Agreement at an end and will provide you with written notice of this.
- 10.3 Either you or we may terminate this Agreement by giving the other 14 (fourteen) days' written notice. If you terminate or suspend this Agreement you shall immediately pay us all outstanding Fees, expenses and reimbursable costs incurred and any future costs we have committed to on your behalf.
- 10.4 You agree that persistent or continued late or non-payment is a fundamental breach of this Agreement entitling us to terminate forthwith. If you continue to fail to make full payment after the expiry of 14 (fourteen) days from the date of our suspension notice under clause 4.8 we may immediately terminate our engagement under this Agreement by written notice to you.
- 10.5 We will give you notice as soon as reasonably practicable of any event beyond our control which makes it impracticable for us to carry out or continue any of the Services and we will seek to agree an appropriate course of action with you.
- 10.6 Termination of this Agreement under this clause 10 shall be without prejudice to the accrued rights and remedies of either party.
- 10.7 The terms of this clause 10.7 apply if you are a Consumer:
 - 10.7.1 this Agreement is formed when you sign our Appointment Letter and you are entitled to cancel it within 14 (fourteen) days of entering into it ("Cancellation Period") without giving any reason, provided that such cancellation is in writing and sent by email or post and in which event:
 - (a) we will acknowledge the cancellation without delay by email or post;
 - (b) we will reimburse you without undue delay, and no later than 14 (fourteen) days after receiving your cancellation notice, for all payments received from you using the same means of payment as was used for the original payment; and
 - (c) we will not make any additional charge for cancellation or for reimbursing you.
 - 10.7.2 We will not commence performance of the Services before the end of the Cancellation Period without your express written instruction.
 - 10.7.3 If you cancel this Agreement after instructing us to commence the Services during the Cancellation Period:
 - a) you shall be liable for the reasonable Fees and costs we incur up to the date of receipt of your cancellation proportionate to the total Fees and costs for the Project as set out in this Agreement;
 - b) where we have completed the performance of the Services, your right to cancel will be lost and you will be liable to pay us the total Fees and costs set out in this Agreement.
 - 10.7.4 On cancellation you shall not be entitled to use or retain any Material we have provided without payment; if you have used the Material we may withhold any reimbursement to which you are entitled under clause 10.7.1(b) until payment has been received.

11. Limitations and Exclusions

- 11.1 You acknowledge that: (i) we are only liable for the Services; and (ii) we have no obligation or liability to you in respect of any claims made by any third parties arising out of or incidental to the performance of the Services unless we have caused their personal injury or death or damage to their property by our negligence.
- 11.2 In no event will we be liable for pure economic loss, loss of profits, revenue, opportunity, business, goodwill, use, data, any special, incidental, indirect or consequential loss or damages of any kind however arising under any theory of liability whether or not advised of the possibility of such loss or damage or that it was reasonably foreseeable or should have been in the contemplation of the parties when entering into this Agreement.
- 11.3 Our liability in respect of any sub-consultant's services shall not exceed the lesser of the Limit of Indemnity, the limit of professional indemnity insurance offered or maintained for the Project by the sub-consultant, or the sum that we are able to recover from them under their insurance.

- 11.4 To the extent permitted by law the maximum aggregate liability of Stantec UK Limited and Barton Willmore Design Limited together under or in connection with this Agreement and any other collateral agreement for all our services provided in respect of the Project whether in contract in tort (including for negligence) for breach of statutory duty or otherwise at law shall not exceed the Limit of Indemnity including any contractual or statutory interest.
- 11.5 Notwithstanding the limitations in clauses 11.4 and 11.5 our total liability shall be further limited to such sum as it would be just and equitable for us to pay having regard to the extent of our responsibility for the cause of loss or damage suffered on the basis that all others who have contributed to the cause shall be deemed to have provided contractual undertakings to you on terms no less onerous than this Agreement and shall be deemed to have paid to you such sums as it would be just and equitable for them to pay having regard to the extent of their contribution to the cause of such loss or damage. For the avoidance of doubt any limitation or restriction on liability of another resulting from joint insurance or co-insurance shall be disregarded for the purposes of this clause 11.6.
- 11.6 No action or proceedings arising out of or in connection with the Services or for any breach of this Agreement whether in contract in tort (including for negligence) for breach of statutory duty or otherwise at law shall be commenced against us after the expiry of 6 (six) years from the Date of this Agreement.
- 11.7 Each sub-clause of this clause 11 shall be severable and shall only apply to the extent permitted by law.

12. Complaints and Disputes

- 12.1 In the event of a complaint, this should be raised by you in the first instance with your day to day contact dealing with the Services. If your day to day contact is unable to resolve the matter to your satisfaction it should be referred to a Director of the office concerned.
- 12.2 The relevant Director will acknowledge the complaint within 5 (five) working days of receipt and will endeavour to resolve the difference in discussion with the Instructing Client. Within 15 (fifteen) working days of receipt, the Director will send you a substantive response, or offer an early appointment to discuss the matter where appropriate. Alternatively, the Director will provide written reasons why the complaint cannot be dealt with in this timescale and a proposed date for a response.
- 12.3 Our Operations Director and Legal Director will receive a copy of your complaint and the Partner's response. If dissatisfied with the determination by the Director, the Instructing Client may raise the matter in writing with the Operations Director. He will review the complaint, or nominate an independent Director to do so, and where appropriate may offer to meet you to discuss your concerns. Any review or offer of meeting will normally be sent within 10 (ten) working days of referral to the Operations Director. Alternatively, the Operations Director will provide written reasons why your complaint cannot be dealt with in this timescale and a proposed date for a determination. Any meeting shall be held by both of us in mutual good faith in an attempt to resolve the difference promptly by negotiation.
- 12.4 In the event of a difference or dispute where we are engaged by more than one Client, all Clients agree that the Instructing Client will act as the intermediary for all communications. Any claim or proceedings (which for the purposes of this Agreement shall be deemed to include any form of alternative dispute resolution) shall only be brought by the Instructing Client but all Clients shall remain jointly and severally liable for any settlement, award or judgment in our favour.
- 12.5 If the difference or dispute is not resolved at our final meeting, we will both attempt to settle it by mediation in accordance with the current Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed, the mediator will be nominated by CEDR.
- 12.6 We are subject to the code of conduct and the disciplinary requirements of the applicable professional governing body for the Services. If you have raised a serious complaint and the matter is not settled to your satisfaction, you are entitled to raise a formal complaint with the appropriate professional governing body.

13. Data Protection

- 13.1 Unless the context otherwise requires, words and phrases in this clause 13 shall have the meaning given to them by the Data Protection Legislation. This clause 13 should be read in conjunction with our Privacy Statement, which can be accessed on our website.

- 13.2 Each party warrants to the other that it has complied with and undertakes to continue to comply with the Data Protection Legislation at all times.
- 13.3 In the course of the Project we may process on your behalf any personal data you have provided to us ("Personal Data") for the provision of the Services and/or for our internal business purposes.
- 13.4 You warrant that where necessary you will have obtained the appropriate consent from all data subjects whose Personal Data is shared with us pursuant to this Agreement, or that you are otherwise lawfully entitled to share such Personal Data with us.
- 13.5 With respect to any Personal Data processed pursuant to this Agreement by us on your behalf, we shall only process the Personal Data in order to provide the Services and as soon as reasonably practicable following termination or expiry of this Agreement, delete all Personal Data processed pursuant to this Agreement, other than to the extent that we retain Personal Data to comply with our legal and professional obligations or we are otherwise permitted to do so under the Data Protection Legislation.
- 13.6 It is also a term of this Agreement that any Personal Data supplied by us to you about our employees and/or any third parties may only be used for the express purposes for which that information is provided to you.

14. General

- 14.1 This Agreement constitutes the entire agreement between you and us and supersedes and extinguishes all other oral and/or written communications and understandings between us relating to the Project. We shall not be bound by or be liable for any statement representation promise inducement or understanding not set out in this Agreement.
- 14.2 You acknowledge and agree that your use of any purchase order or other form to instruct our Services is purely for your own administrative purposes and we shall not be bound by any terms or conditions on any such form regardless of reference to it or our signing it. No terms or conditions attached to any invoice, remittance advice or other document proffered by you or on your behalf shall displace or amend the terms of this Agreement.
- 14.3 No failure, delay or forbearance by us in exercising our rights under this Agreement shall be considered a waiver of such rights. If any provision of this Agreement is found by a court to be invalid or unenforceable in whole or in part then the remainder of that provision and of the other provisions of this Agreement shall remain in full force and effect.
- 14.4 Notices under this Agreement shall be in writing served by hand or by first class pre-paid post to the last known registered address of the parties (being the address stated on the Appointment Letter unless subsequently updated in writing), and shall be deemed to be received upon delivery if delivered by hand or at 10.00 am on the second business day after posting.

15. Applicable Law

- 15.1 Nothing in this Agreement confers or is intended to confer on any third party any benefit or the right to enforce any term of this Agreement under the *Contracts (Rights of Third Parties) Act 1999*
- 15.2 This Agreement shall be governed by English law and subject to clause 12.5 we both hereby submit to the exclusive jurisdiction of the English Courts.