

## ALLIED STANDARD TERMS AND CONDITIONS OF CONTRACT

### General

1. The Company means allied infrastructure management ltd providing the scope of services identified in the attached proposal.
2. The client means the entity instructing the Company identified in the attached proposal.
3. Scope of services means the services provided by the Company to the client as set out in the attached proposal.
4. Proposal means the submission which sets out the scope of services and the charges the Company will render to the client for the delivery of the scope of services together with any additional express terms of contract agreed between the Company and the client.
5. The Company and the client agree that these terms and conditions of contract and the attached proposal shall form the contract ("the contract") between the Company and the client unless and until they are replaced by a written, agreed and signed alternative contract.

### Scope of Services and Payment

6. The Company shall be entitled to be paid the fees detailed within the proposal. The costs and expenses shall be charged in addition to the fee unless specifically included in the proposal. Payments shall be made in the currency specified in the proposal.
7. Any services required in addition to the scope of services shall be additional services and shall be charged on a time charge basis in accordance with the Company's standard hourly charge out rates per staff grade applicable as at the date the service is performed or with reference to items listed in the bill of quantities.
8. The Company shall exercise reasonable skill and care in the delivery of the scope of services.
9. Invoices will be rendered monthly unless otherwise agreed by the Company and shall be payable on presentation. The due date for payment is the date of the invoice. The final date for payment is 30 days after the due date (the final date for payment). Such invoices will be on a percentage complete basis for fixed fee/ad valorem work and on a time expended basis for time related work as described within the proposal.
10. If the Company takes legal action to recover any outstanding fees, all sums outstanding including un-invoiced fees due for services wholly or partially complete will be immediately due and payable. The client shall also be liable for all legal costs incurred by the Company in the recovery of the fees.
11. If payment is not received by the "final date" for payment the Company shall be entitled to charge interest in accordance with the late payment of commercial debts (interest) act 1998 at the relevant reference rate plus the statutory rate of interest on the outstanding balance until payment is received by the Company.
12. Retention will be applied to this contract at 0%
13. The fees quoted exclude all local taxes unless stated in the proposal.

### Termination

14. If the client terminates the contract the client shall pay the Company in full for all work performed and the profit lost by the Company in relation to any of the scope of services unperformed as at the date of termination.

### Insurance, Liabilities and Indemnities

15. The total liability of the Company to the client from the date of the proposal for each claim or series of claims arising from the same originating cause shall not exceed the value of the proposal save where specifically excluded.

16. The Company shall have no liability for any losses arising from war and terrorism, toxic mould, and nuclear risk, pollution and contamination and/or asbestos unless specifically stated to be included within the proposal.
17. The Company shall have no responsibility for the removal, treatment, storage, transport or disposal of hazardous or toxic substances or other waste materials unless specifically agreed in writing with the client.
18. The Company's liability for any claim or 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 its responsibility for the loss or damage suffered as a result of each claim or series of claims (" the loss and damage") and on the assumption, that:
  - i. All other legal entities working for the client in relation to the project to Which the scope of services relates ("the other parties") 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 the other parties and any other party who is responsible to any extent for the loss and damage is liable to the client for the loss and damage, and:
  - iii. The other parties 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.
19. No professional indemnity insurance is offered.
20. The amount of insurances to be carried by the Company is:
  - i. Public liability - £10 million (ten million pounds sterling) for any one incident
  - ii. Products liability - £10 million (ten million pounds sterling) in the aggregate
  - iii. Employers liability - £10 million (ten million pounds sterling) for any one incident
  - iv. Airside liability - £50 million (fifty million pounds sterling) for any one incident
21. Any budgetary or programming opinion offered by the company is to be regarded by the client as broad guidance only and shall not be relied upon by the client. Time is not of the essence in the delivery of the scope of services.
22. The client shall without charge, and in the time required, so as not to disrupt the performance of the scope of services, do all things required to enable the scope of services to be performed, including but not limited to the items listed in the proposal; and will indemnify the company against all losses and costs incurred as a result of any failure to do so.
23. The company accepts no responsibility for economic, consequential and indirect losses howsoever caused and whether claimed in contract or tort which include, but are not limited to, loss of profits, loss of opportunity, loss of production, loss of business, loss of business opportunity or diminution in value of any asset.

#### **Disputes**

24. In the event of a dispute that cannot be resolved by discussion and negotiation the company and client agree to an initial process of mediation. All costs, other than legal costs associated with the process, shall be shared equally by the company and client.

25. Either party has the right to refer a dispute in relation to the scope of services that relate to United Kingdom based construction operations (as defined by the act) to adjudication pursuant to the housing grant, construction and regeneration act 1996 (“the act”) and any amendments thereto. The rules governing the adjudication will be part 1 of the scheme for construction contracts (England and Wales) regulations 1998 or equivalent in Scotland or Northern Ireland (as amended).

#### **Intellectual Property**

26. All intellectual property rights associated with the scope of services shall remain vested in the company. A specific licence for use may be granted by the company. If the client defaults on payment to the company any such licence is hereby automatically revoked. The company shall not be liable for any use of the copyright materials for any purpose other than the original intent.
27. The company shall not be liable for any copyright infringement by the client using information that includes crown copyright protected ordinance survey base data

#### **Miscellaneous**

28. The contract shall not be transferrable or assignable by the client to any other party.
29. The provisions of the contracts (rights of third parties) act 1999 are specifically excluded from the contract.
30. If any term or condition of the contract is for any reason held to be illegal, invalid, ineffective, inoperable or otherwise unenforceable, 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.
31. The information contained in the proposal is provided in confidence and regarded as Commercially sensitive and confidential as defined under the freedom of information act 2000 (as amended), in particular, our rates, prices, personal information and information deemed by the company to be a trade secret.
32. The client shall provide all things required to enable the scope of services to be performed. Where relevant to the scope of 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 utility or similar services. If such details are unavailable, the company will take reasonable actions to identify such services including the use of specialist equipment. The client agrees to reimburse the company for the cost of any such actions. 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.
33. The company shall not be liable for any use of the company’s design proposals in whole or in part that have not had prior consent by any third party who have an obligation to approve such proposals.

#### **Entire Agreement Clause**

34. The contract forms the entire agreement between the company and the client and replaces any previous agreements, understandings, discussions or arrangements Relating to the scope of services. The company and the client acknowledge that no statement or representation made by either party have been relied upon by the other in agreeing to enter into the contract.

**Collateral Warranty and Novation**

35. The company is under no obligation to (1) provide a collateral warranty to any party; or (2) consent to a novation of the contract to any third party unless; such obligation is specifically included within the proposal.

**Parent Company Guarantee**

36. No Parent Company Guarantee will be provided.

**Governing Law**

37. The contract shall be governed by and construed in accordance with English Law  
38. The client and the company hereby submit to the jurisdiction of the English Courts.