

Fee Proposal

20:20 House (Residential Management) Limited (c/o Cardoe Martin)

20:20 Building, Skinner Lane, Leeds

Confidence in fire safety

www.ifcgroup.com

International Fire Consultants Limited

20 Park Street
Princes Risborough
Buckinghamshire
United Kingdom HP27 9AH

+44 (0)1844 275500
info@ifcgroup.com

IFC Project Reference: E34552

Date: 6 July 2020

Thank you for inviting International Fire Consultants Ltd to submit a proposal for providing an EWS1 form for the 20:20 Building in Leeds.

PROJECT OVERVIEW

The Ministry for Housing Communities and Local Government (MHCLG) have issued various Advice Notes aimed at owners and managers of residential buildings. Those Advice Notes were consolidated into a single document, '*Advice for Building Owners of Multi-storey, Multi-occupied Residential Buildings*', published in Jan 2020 and included the recommendation that the building owners and managers should carry out investigations in order to ensure that they are aware of the fire risk (if any) presented by the materials and construction of the external walls (and attachments) of the building.

Should that investigation identify that the risk is unacceptably high, the owners/managers should then consider what remedial measures may be required.

In order to achieve this, Cardoe Martin have approached IFC to carry out an investigation into the fire risk (if any) presented by the external wall construction of the 20:20 Building.

Once completed, IFC will provide a report confirming the results of the investigation, along with completion of the EWS1 Form by a fire engineer who meets the competency requirements of the form.

SCOPE OF WORKS & DELIVERABLES

The development in question is the 20:20 Building in Leeds. IFC were not involved in the fire strategy design for this project. The building is undergoing a project to replace the existing ACM panels.

As noted above, the intent of IFC's work will be to investigate the external wall construction in order to determine whether it presents an acceptably low level of fire risk.

This will require physical inspection of the external wall construction. Where the external wall includes more than one external wall build-up, each one will need to be investigated separately. As such, IFC will look to inspect the external wall system on five occasions during its construction. IFC advocate inspecting at the beginning, middle and end of the external wall construction, where possible.

IFC will initially undertake a desktop engineering review and analysis of the information provided in order to fully understand the design and specification of the external wall system ahead of any site inspection/s. For this review, IFC will be reliant on information of the GA plans and drawings indicating the design of the external wall system. IFC will undertake 1no. review of the specification to check that it is in line with Building Regulations Amendments 2018. We

understand that the insulation is being replaced, therefore these regulations will be triggered.

IFC will provide 1no. set of mark ups of the elevations showing where cavity barriers should be provided. This will include the brick element of the external wall.

The review will also address the fire risk presented by any significant attachments to the external walls (e.g. balconies).

Once this Engineering Review and Analysis is complete, IFC will undertake 5no. site inspections over the course of the construction.

Following the investigation IFC will produce a report describing the results of the investigation and describing IFC's conclusions as to the level of fire risk present. If IFC conclude that further work is required to reduce the risk, that will be included in the report. However, this quote does not include for any further ongoing support in implementing those additional measures.

IFC will also complete the industry standard EWS1 form (or its replacement once published) to confirm the results of the review.

IFC would note that if there are uncertainties about the materials used or the quality of the installation, those will have to be mentioned in the report.

FEE PROPOSAL

The figures quoted below are exclusive of VAT.

Total IFC project fee = £36,200

Fee breakdown:

Item	Description	Cost
Item A	EWS1 Form and Associated Works	£36,200
	Undertake an initial engineering analysis of the information provided for the building, 1no. review of the external wall specification and provide 1no. set of mark-ups to show where cavity barriers should be provided;	
	Undertake 5no. site inspections;	
	Provide 1no. signed (by a chartered fire engineer) EWS1 form upon completion of the building; and	
	Produce 1no. report describing the results of the investigation and describing IFC's conclusions as to the level of fire risk present.	

WHY IFC

Industry requires that such documents (letters of opinion/EWS1 Form) are signed by a signatory who should be a qualified engineer with relevant experience in fire safety and they will normally be a chartered professional and may be a Member or Fellow of the Institution of Fire Engineers but may include registered professionals from another built environment profession specialising in fire safety consultancy.

IFC can confirm that our engineers are members (with a number Chartered) of the Institution of Fire Engineers (IFE), Royal Institution of Chartered Surveyors (RICS) and Chartered Association of Building Engineers (CABE) and are therefore competent to complete this work.

Our ability to deliver these services is underpinned by our Professional Indemnity Insurance which does not exclude us from providing services related to external wall systems.

LIMITATIONS

EWS1 Form

This review is for the sole and exclusive use of the client organisation named on this proposal. No responsibility is accepted to any third party for the whole or any part if the contents of the final output. For the avoidance of doubt, the term 'third party' includes (but is not limited to): any lender who may see the review during the process through which they come to make a loan secured on any part of the Subject Address; and any prospective purchaser who may see the review during the process through which they come to purchase an interest in any part of the Subject Address.

The final report will be for the use of IFC's client as shown on the front of the report/on the form. Should third parties choose to rely on this report then they do so at their own risk and on the basis that IFC have no financial liability to those third parties.

Inspection Related Terms and Conditions

- The client shall provide at his cost a guide to be available (if required) on site for the duration of the inspection to accompany the IFC Inspector(s) where necessary.
- The client shall make the IFC Inspector(s) aware well in advance of any site-specific Health and Safety (or security) requirements and where necessary shall make arrangements for the inspector(s) to attend any site induction.
- All access equipment which may be necessary shall be provided by the client or site operator at no cost to IFC.
- The IFC Inspector has the right to refuse to work at height or in confined spaces should they be dissatisfied with access arrangements and / or feel unsafe.
- Name and mobile telephone number of site contact.

- The client shall ensure that the IFC Inspector is able to access the areas to be inspected and shall arrange for any passes (where necessary) and / or keys to access service riser cupboards or similar.
- IFC shall retain copyright of the report and its contents.
- The report shall become the jointly owned property of the inspection / report sponsor upon payment of all fees relating to the inspection, production of the report and all associated costs. (IFC shall retain joint ownership of the report.)
- IFC shall not issue copies of the inspection report to any third party without the written permission of the inspection sponsor.
- Any other relevant information.
- All other information as detailed above.

EXCLUSIONS

- IFC will not provide details in respect of alternatives to items / materials that have no approval / deemed unsuitable.
- IFC have made no allowance for Services not expressly include in this document.
- Re-visits to works made necessary through poor workmanship / vandalism or works not completed in accordance with programme may be subject to additional charges.
- IFC have compiled this fee proposal based on IFC's Terms and Conditions; as a result, we have made no allowance for the following, should they be required, additional fees will be charged accordingly:
 - NEC 3 / GC Works etc.
 - Security vetting (beyond DBR/Employment vet)
 - Collateral Warranties
 - Performance Bonds
 - General Extended Warranties
 - Assignments
 - Novation
- IFC have made no allowance for Document Control in order to manage documents on on-line portals (i.e. 4 Projects / Aconex etc.)
- Aborted visits due to no fault of IFC will be charged accordingly / Unless specified within the scope of this service offer, no follow-up visits to site shall be undertaken to inspect corrective action / remedial work or further sections of work. Where additional visits are required, these shall be discussed and agreed separately.
- IFC have made no allowance for meetings with the Client, Building Control or other Statutory bodies, other than where specifically stated.
- Time taken to attend Site Inductions will be deducted as a site visit, no additional time allowance has been allocated.
- IFC have compiled this fee proposal based on IFC's Terms and Conditions; as a result, the level of Professional Indemnity Insurance is limited to £1m.

PAYMENT TERMS

Payment Schedule

As is good practice, our company policy is to carry out a credit check on clients. Depending on the results of that credit check, we may need to request an advance payment. A proforma invoice can be raised on request. If you have enquiries about the potential payment method, please do not hesitate to call and we will be pleased to assist you.

Any part of the proposed fee may be invoiced on account and during the project as deemed necessary.

Please note: International Fire Consultants Ltd. (IFC) will always issue a draft report to enable comments and potential amendments to be taken into consideration before issuing a final report. If IFC receive no further communication from the client within 14 days of issue of a draft report, a final report will be issued with an invoice for the balance of the fee.

Payment is due within 30 days of date of invoice.

Additional Services

Any work outside the scope of services detailed above would be charged either at our standard hourly rates or would be based on an agreed fixed fee.

Terms and Conditions

This quotation is subject to International Fire Consultants Ltd (IFC) standard Terms and Conditions.

A copy is included within the [Instruction to Proceed](#) document.

NEXT STEPS

We will be happy to discuss any areas of this fee proposal. When you are ready to proceed, please confirm your wish to employ the services of International Fire Consultants by signing the accompanying [Instruction to Proceed](#) document. Please ensure that you have read and understood the accompanying Terms and Conditions.

International Fire Consultants Limited are pleased to have the opportunity to partner with 20:20 House (Residential Management) Limited for the proposed project and look forward to assisting in its successful completion.

International Fire Consultants Limited

20 Park Street, Princes Risborough, Buckinghamshire
United Kingdom HP27 9AH

+44 (0)1844 275500 info@ifcgroup.com www.ifcgroup.com

Instruction to Proceed

20:20 House (Residential Management) Limited (c/o Cardoe Martin)
20:20 Building, Skinner Lane, Leeds
E34552

Confidence in fire safety

www.ifcgroup.com

In order to comply with the ISO 9001; 2015 requirements of International Fire Consultants Limited, please find enclosed our standard instruction to proceed, which outlines the extent of the proposed work and the estimated resource involved. The figure quoted on the enclosed Instruction will not be exceeded without your authorisation.

We will be grateful if you can please review, sign and return this in order that we may proceed.

Terms and Conditions: The consultancy work described above is subject to IFC's general terms and conditions of business. These can be found at the end of this document, or online at:

www.ifcgroup.com/ContractT&C

The following form is part of International Fire Consultants Limited's Quality Management System and must be signed by the Client prior to any Consultancy work being undertaken. It will become invalid if amended by the Client.

INSTRUCTION TO PROCEED - ACCEPTANCE FORM

RECIPIENT DETAILS

Supplied to:

20:20 House (Residential
Management) Limited (c/o
Cardoe Martin)

Contact name:

Lee Rhodes

Client address:

Management Office
20:20 House
Skinner Lane
Leeds
LS7 1BB

Site address:

20:20 House
Skinner Lane
Leeds

Estimated date of delivery from return of signed form:

TBC

IFC enquiry/project reference number:

E34552

LIMITATIONS AND/OR RESTRICTIONS:

A - The advice/assessment will be based upon project specific data and should therefore not be used for any other application.

B - We agree to carry out the project on the basis that we will report our findings impartially. In advance of our detailed analysis we are unable to make an assurance that our findings will be in your favour.

C - In advance of detailed analysis and due to the subjective nature of the approvals process we are unable to guarantee a successful outcome.

D - The delivery estimates, above, are based upon workloads at time of proposal and may be subject to change

PAYMENT TERMS

Basis of charge:

This quotation is valid for 60 days & all costs exclude VAT.

Any part of the fee may be invoiced on account and during the project where deemed necessary.

Fixed fee:

£36,200

Expenses:

£ Included within fixed fee above

Estimate of additional charges
levied by others:

£ N/A

Any additional item requiring consideration as part of this work which was not identified at the start of the work will be quoted for and agreed separately.

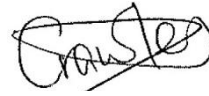
IFC enquiry/project reference number:

E34552

SIGNATURES

Quotation issued on behalf of International Fire Consultants Limited by:

Signature:



Name (print):

James Crawley

Job title:

Commercial Executive

Date:

06 Jul 2020

Quotation accepted by:

Signature of payee:

Name (print):

Job title:

Date:

INVOICE DETAILS

Invoice to be supplied to (Company):

Company Address:

Invoice payees contact details:

Name:

Telephone:

Email:

VAT number:

Company Registration number:

Purchase Order Number:

TERMS AND CONDITIONS

1. Interpretation

- 1.1 In these Conditions:
- "Client" means the person, firm or company who accepts a quotation of the Company for the provision of the Services or whose order for the Services is accepted by the Company.
- "Company" means International Fire Consultants Limited and its subsidiaries (registered in England and Wales under Company number 02194010).
- "Conditions" means the standard terms and conditions of business set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Client and the Company.
- "Contract" means the contract for the provision of the Services comprising the Quotation and these Conditions.
- "Quotation" means the Company's quotation (whether written or oral) which shall be subject to the Conditions save to the extent of any inconsistencies which will be resolved in favour of the terms of the Quotation
- "Sample" means any material, item, product or compound supplied by the Client to the Company in order that it can fulfil its obligations under the Contract.
- "Intellectual Property Rights" means, but is not limited to, all patents, registered and unregistered designs, copyrights, design rights, registered and unregistered trademarks, know-how and all other forms of intellectual property wherever in the world enforceable.
- "Confidential Information" means all information which a party may have or acquired before or after the date of the Contract which relates to a party's business, products, developments, trade secrets, know-how or other matters connected with the Services and information concerning a party's relationships with actual or potential clients, customers or suppliers and all other information designated as confidential or which ought reasonably to be considered confidential.
- "Losses" means all losses, liabilities, claims, costs, expenses, damages, actions, awards, penalties and/or fines, obligations and also includes all losses, liabilities, costs and expenses (including legal fees on a full indemnity basis) in relation to or resulting from any demands, claims or proceedings.
- "Price" means the price stated in the Quotation, or otherwise agreed with the Client together with all other sums due pursuant to the Conditions.
- "Output Material" means data, drawings, plans, reports, documents, test results and other information prepared by the Company in relation to the Services.
- "Services" means the provision of consultancy, assessment, testing, results, survey, training, inspection, advice and/or other services which the Company undertakes to perform or provide for the Client under the Contract.
- "Writing" includes letter, electronic mail, facsimile transmission and comparable means of communication.
- 1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the sale

- 2.1 The Quotation constitutes an offer by the Company to provide the Services subject to the Conditions. The Company shall provide the Services and the Client shall pay for the same in accordance with any written quotation or tender of the Company which is accepted by the Client, or any written order of the Client which is accepted by the Company, subject in either Case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.
- 2.2 The Company warrant that in the performance of services and any additional services instructed, that we have exercised and will continue to exercise all reasonable skill and care to be expected for the Services.
- 2.3 The Quotation and the Conditions, shall prevail over any terms or conditions contained or referred to in any correspondence, order, documentation submitted by the Client or elsewhere. Further, no condition, statement or representation contained in any advertisement, website or brochure or in any trade or promotional circular or other literature, nor the terms or conditions of any trade association or other body, or which would or might but for this sub-paragraph be implied or incorporated by custom or trade, usage, negotiations, course of dealing or otherwise shall be deemed to be incorporated in the Contract and all of the same are hereby expressly excluded from the Contract
- 2.4 No Variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Client and the Company.
- 2.5 The Company's employees or agents are not authorised to make any representations concerning the Services unless confirmed by the Company in Writing. In entering into the Contract, the Client acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.
- 2.6 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance or offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
- 2.7 If any aspect or element of the Services is, or is likely to be, the subject of or relevant to legal proceedings, this fact must be notified to the Company by the Client in writing when requesting a Quotation. If that fact is not disclosed to the Company at that stage, the Company may not, in its absolute discretion, be prepared to provide expert testimony.

3. Orders and Specifications

- 3.1 No order submitted by the Client shall be deemed to be accepted by the Company unless and until confirmed in Writing by the Company's authorised representative.
- 3.2 The Client shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Client and for giving the Company any necessary information relating to the Services within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
- 3.3 The Company reserves the right to make any changes in the specification of the Services which are required to conform with any safety or other statutory requirements at any time during the term of the Contract.
- 3.4 No order which has been accepted by the Company may be cancelled by the Client except with the agreement in Writing of the Company and on condition that the Client shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), professional fees, damages, charges and expenses incurred by the Company as the result of cancellation.

4. Assignments and Sub-Contracting

- 4.1 The Company will perform the Services using its own staff. However, the Company reserves its right to sub-contract the whole or part of the work and the Company is not obliged to inform the Client of the same.
- 4.2 The Contract is personal to the Client which may not assign, delegate, licence, hold on trust or sub-contract all or any of its rights or obligations under the Contract without the Company's prior written consent.

5. Price of Services

- 5.1 The price of the Services shall be the Company's quoted Price. All prices quoted are valid for 60 days only from the date of the quotation or until earlier acceptance by the Client, after which time they may be altered by the Company without giving notice to the Client.
- 5.2 The Company reserves the right by giving notice to the Client at any time before commencement of or during the Services, to increase the Price of the Services to reflect any increase in the cost to the Company which is due to any delay caused by any instructions of the Client or failure of the Client to give the Company adequate information or instructions.
- 5.3 The Client agrees to pay reasonable travel and subsistence expenses incurred by the Company unless the Quotation confirms that these expenses are included in the Price.
- 5.4 Value Added Tax ('VAT') will be added to all charges at the rate applicable at the tax point at the time of invoice. Where the Client is registered for VAT within the European Union but outside the United Kingdom the work will be zero-rated provided the Company has been notified of the Client's VAT registration number. If the Client is not registered or the Company has not been so notified, VAT at the rate applicable at the tax point shall become payable.
- 5.5 The Company is not responsible in determining whether the provision of Services to the Client is liable to VAT and if no VAT is levied on the Company's invoice(s) the Client indemnifies and will continue to indemnify the Company against any such charge requested by the UK VAT authorities or UK Inland Revenue.

6. Obligations of Client

- 6.1 The Client shall provide with each Sample (if applicable) a unique purchase order or unique reference or unique authorisation with sufficient detail to allow the Company to identify each Sample and relate it to a specific Quotation and Service and the Company shall be entitled in good faith to rely upon such purchase order or reference provided to carry out the Service.
- 6.2 The Client may reproduce or replicate any Output Material in the form provided by the Company but shall not, without the written consent of the Company, reproduce or replicate any Output Material which has been modified from the form provided by the Company.
- 6.3 The Client shall be bound to inform the Company in writing prior to the Company carrying out any Service on a Sample that is of a dangerous or unstable nature and provide instruction on the safe handling of the Sample. For example, a dangerous or unstable Sample will include but is not limited to radioactive materials, biologically active or hazardous substances, reducing or oxidising agents, volatile organic compounds, materials considered to be toxic, harmful, corrosive, irritant, explosive, flammable, carcinogenic or reproductive hazards or materials that are dangerous to the environment.
- 6.4 The Client shall indemnify the Company from and against all Losses suffered by the Company, including, without prejudice to the generality of the foregoing, all damage to the Company's property and all claims in respect of injury to or deaths of any of the Company's employees, subcontractors or agents or of any third party, directly or indirectly arising from or in connection with the failure of the Client to inform the Company of the dangerous or unstable nature of a Sample and/or to provide adequate instruction on the safe handling of the Sample. Where the Client informs the Company that a Sample is of a dangerous or unstable nature, the Company may, in its absolute discretion, elect not to carry out the Service and to terminate the Contract whereupon the provisions of Condition 16.2 will apply, save that the Company shall have no liability for its termination of the Contract.

7. Terms of Payment

- 7.1 Subject to any special terms agreed in Writing between the Client and the Company, for example interim or stage payments, the Company shall be entitled to invoice the Client for the total price of the Services under the Contract at any time after commencement of the same.
- 7.2 The Company shall also be entitled to invoice the Client for any part of the fee on account and during the project where deemed necessary.
- 7.3 The Client shall pay the price of the Services inclusive of VAT where applicable (but without any other deduction) within 30 days of the date of the Company's invoice in the currency defined in the Quotation. Receipts for payment will be issued only upon request.
- 7.4 Time of payment is of the essence to the Contract. If the Client fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- 7.4.1 cancel the Contract or suspend any further provision of the Services to the Client with immediate effect. Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the Services
- 7.4.2 charge the Client interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above (Barclays Bank Plc) base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and
- 7.4.3 charge the Client the costs of recovery of any outstanding amount including legal costs and disbursements and charge any Bank charges incurred on representing cheques or requesting special clearance thereof.

8. Force Majeure

- 8.1 The Company shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Company's reasonable control, including but not limited to acts of God, strikes, lock outs or other labour disputes (whether or not relating to either party's workforce), accidents, war, national emergency, acts of terrorism protects, riot, civil commotion, fire explosion, flood, epidemic, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services.

9. Accuracy

- 9.1 Any Services provided by the Company comprising but not limited to advice data, results and conclusions are based on information supplied by the Client and evidence known at the time to the Company. The Client shall supply all necessary information, data, drawings and items necessary to the timescale required by the Company and shall arrange, at the Client's expense and risk, for the conveyance of all Samples.
- 9.2 All Output Material provided, conclusions reached, or recommendations made by the Company rely on scientific and engineering concepts disciplines and procedures used or adopted by the Company and the Company does not warrant that the same will necessarily be achieved by other parties, or that such conclusions or recommendations will necessarily be valid in circumstances other than those of which the Company has direct experience. Any Services provided are believed to be accurate and reliable subject to the limitations of normal experimental uncertainties.
- 9.3 The Company is not obliged after the carrying out of any Services to inform the Client of any subsequent changes to industry procedures, policies and/or Statutory Requirements which may come into force from time to time.
- 9.4 If any changes to industry procedures, policies and/or Statutory Requirements are introduced after Services have been provided to the Client the Company will not be liable for these changes or any effect they have on the previous Services provided to the Client.

10. Confidentiality and Intellectual Property

- 10.1 The property and any copyright, design rights or other Intellectual Property Rights in any Output Material shall, unless otherwise agreed in Writing between the Client and the Company, belong to the Company, but the Client shall be entitled to use the Output Material for the purposes of utilising the Services by way of an exclusive licence, subject to payment in full of all sums payable under this Contract.
- 10.2 Any information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by the Company and all Output Material or other information provided by the Company which is so designated by the Company shall be kept confidential by the Client: but the foregoing shall not apply to any documents or other materials, data or other information which either party is required to disclose by law or by statutory requirements or which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.
- 10.3 The Output Material is prepared exclusively for the Client for the purposes of the Contract and may not be used by any third party without the written consent of the Company. The Company is not liable for any Output Material so used and the Client shall indemnify the Company against all liability and loss, damages and expenses of any kind whatsoever awarded against or incurred by the Company in connection with any claims by third parties in connection with such use of the Output Material
- 10.4 The Client shall not by any act or omission do or authorise any third party to do anything which would or might invalidate or be inconsistent with any Intellectual Property Rights, design rights or copyright of the Company in the Output Material
- 10.5 The Client shall promptly notify the Company in Writing of any actual or suspected infringement of the Company's Intellectual Property Rights, design rights or copyright in the Output Material which comes to the Client's notice
- 10.6 While the Company is not aware, to the best of its knowledge, that any Output Material is in infringement of any design rights, copyright or other Intellectual Property Rights of any third party, it does not give any particular warranty in this respect.

11. Warranty and Limitation of Liability

- 11.1 Except as expressly provided in this Contract and so far as is permitted by statute all warranties, conditions, guarantees or representations, express or implied, statutory or otherwise are hereby excluded and the Company shall not be liable for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defects or deficiencies of any sort in the Services, (including any delay in providing or failure to provide the Services) whether such defects or deficiencies are caused by the negligence of the Company or its employees or agents or otherwise.
- 11.2 The Services are provided to and for the benefit of the Client exclusively and all collateral warranties are hereby excluded. The Company shall not be liable to any third party who seeks to use the Services without the Company's express written permission for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defects or deficiencies of any sort in the Services whether such defects or deficiencies are caused by the negligence of the Company or its employees or agents or otherwise.
- 11.3 The Company shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- 11.4 No liability is accepted by the Company for loss or damage howsoever caused to any Samples submitted for examination by the Client. Following examination of the Samples the remainder will only be returned to the Client upon written request. Unless the Company receives notice in Writing to the contrary the Company shall be entitled to dispose of all Samples within 6 months of the completion of the Contract. All costs relating to the return or disposal of Samples shall be charged to the Client.
- 11.5 Nothing in this Contract shall limit or exclude the Company's liability for death or personal injury resulting from the negligence of the Company or that of its employees or agents.
- 11.6 Except as required under 11.5, the entire liability of the Company under or in connection with the Contract shall not exceed twice the Price for the provision of the Services under the Contract.
- 11.7 The Client shall indemnify and keep the Company indemnified against all costs, expenses, damages or other losses of any kind whatsoever incurred or suffered by the Company as a result of any claims made against the Company due to the infringement of any regulation, enactment or legislation by the Client.
- 11.8 The Client is under a duty to mitigate any losses howsoever caused.
- 11.9 The Client acknowledges and agrees that the limitation of liability contained in this clause is:
- 11.9.1 fair and reasonable;
- 11.9.2 reflected in the level of charges and of insurance cover carried by the Company
- 11.9.3 just and equitable having regard to the extent of the responsibility of the Company for any loss or damage suffered, on the basis that all other consultants, contractors and any subcontractors who have a liability shall be deemed to have provided contractual undertakings to the Client on terms no less onerous than those contained in this Contract

12. Publicity

- 12.1 The Company's name shall not be used in connection with the Contract for purposes of publicity promotion or advertising without the prior written approval of The Company.

13. Non-solicitation of Staff

- 13.1 The Client shall not solicit or entice away or seek to entice away from the Company to work for its business, whether as principal, agent, partner, director, employee or consultant, any person who is or was employed or engaged by the Company in providing the Services at any time during the term of the Contract or for 6 months thereafter.
- 13.2 Should the Client be in breach of clause 13.1 above, then it shall pay to the Company a sum to cover the Company's reasonable losses in this matter.

14. Data Protection Act

- 14.1 The Parties both warrant that they will comply with the provisions of the applicable UK, EU and any other data protection laws including the General Data Protection Regulation (Regulation EU 2016/679) ("GDPR"), and any other applicable data protection laws ("Data Protection Law"), applicable to the Engagement. The Parties acknowledge and agree that where a Party processes Personal Data under or in connection with this Agreement, it alone determines the purposes and means of such processing as a Data Controller (as defined in GDPR).

15. Dispute Resolution and Applicable Law

- 15.1 Any dispute or difference arising out of or in connection with this Contract may be referred, at the option of either party, to adjudication. The person who is to act as the adjudicator shall be agreed between the Client and the Company.
- 15.2 Notwithstanding clause 15.1 above the Company can refer any disputes relating to its Intellectual Property Rights, design rights, copyright and late payment of monies due under the Contract, to the Courts without having recourse to the adjudication process.
- 15.3 The Contract shall in all respects be subject to and construed in accordance with English Law and the Client submits to the exclusive jurisdiction of the English Courts.

16. Events of Default, Termination, Repossession and Suspension

- 16.1 The Client shall notify the Company forthwith in Writing of such event if:
- 16.1.1 the Client fails to pay any sums when due or otherwise materially breaches any of the terms of the Contract or any other terms agreed with the Company: or
 - 16.1.2 the Client is, or for statutory purposes is deemed to be or appears to be unable to pay its debts as they become due, or the value of its assets is less than the amount of its liabilities (including contingent and prospective liabilities) or the Client otherwise becomes insolvent or suspends payment or threatens to do so or ceases to trade; or
 - 16.1.3 the Client makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction): or
 - 16.1.4 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Client: or
 - 16.1.5 the Client ceases, or threatens to cease, to carry on business; or
 - 16.1.6 where the Client is an individual or partnership, he or any partner dies; or
 - 16.1.7 outside England and Wales anything corresponding to any of the above occurs: or
 - 16.1.8 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client.
- 16.2 In all the above cases the Company may (at its discretion, whether or not it has received notice from the Client as set out in clause 16.1 and without prejudice to its other rights hereunder or otherwise) at any time by notice to the Client do any one or more of the following:
- 16.2.1 terminate, cancel and/or rescind the Contract and other contracts with the Client with immediate effect;
 - 16.2.2 declare immediately due, payable and interest-bearing under clause 7.3.2. above any amounts owed by the Client to the Company under any contract;
 - 16.2.3 suspend the provision of any Services to the Client;
 - 16.2.4 proceed against the Client for any sums owing under the Contract and/or damages, as appropriate.
- 16.3 The use by the Company of any of the provisions set out in clause 16.2 does not prejudice or affect any right of action or remedy which has accrued or shall accrue to the Company thereafter.

17. General

- 17.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be served by recorded delivery only addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 17.2 No waiver by the Company of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision. A waiver, whether it is a waiver of a breach of the Contract or a waiver of the Company's rights under the Contract, will only be effective if it is confirmed in Writing by the Company. The Company's employees or agents are not authorised to make any waivers, of any kind, unless confirmed by the Company in Writing.
- 17.3 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 or the provision in question shall not be affected thereby.
- 17.4 The parties acknowledge that, except as specifically provided in this Contract it is not their intention that any third party shall be entitled to enforce any term of this Contract which may confer a benefit on that third party, whether any such entitlement would, but for this provision, arise under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 17.5 The Company cannot be held liable for any charges or costs incurred by the Client through enforcing authority intervention or prosecution.