

WARRINGTONFIRE CONSULTING LIMITED

TERMS AND CONDITIONS (UK)

1. Formation of Contract

- 1.1 These terms and conditions ("**Terms and Conditions**") together with any quotation, proposal, estimate or fee quote ("**Client Proposal**") provided by or on behalf of the Consultant (as defined below) shall apply to the contract for the supply of services ("**Services**") carried out by Warringtonfire Consulting Limited (a company registered in England with registered number 11371431), a member of the Element Materials Technology Group ("**Consultant**") for the client ("**Client**").
- 1.2 These Terms and Conditions shall supersede and override any terms or conditions contained in or referred to in the Client's purchase order or acceptance of a quotation or specification and shall prevail over any inconsistent terms or conditions contained or referred to in the Consultant's confirmation of order, or implied by law (unless the law in question cannot be excluded), trade custom, practice or course of dealing.
- 1.3 The Client Proposal shall be valid for sixty (60) days from the date thereof and the Consultant may withdraw any such Client Proposal at any time. No Client Proposal given by the Consultant shall be an offer to contract with any person and no contract shall come into existence except in accordance with sub-condition 1.4.
- 1.4 The Client's purchase order or the Client's acceptance of the Client Proposal constitutes an offer by the Client to purchase the Services specified in the Client Proposal upon these Terms and Conditions. No offer placed by the Client shall be accepted by the Consultant other than by a written acknowledgement issued and executed by the Consultant or (if earlier) by the Consultant starting to provide the Services, when a contract for the supply and purchase of those Services on these Terms and Conditions will be established ("**Contract**").
- 1.5 No acceptance or acknowledgement, even if in writing and signed by the Consultant, of the Client's purchase order or any other document pertaining to the Services shall constitute acceptance of any provision of the Client's purchase order or any other document that conflicts with or adds to these Terms and Conditions unless the Consultant specifically agrees to such a variation of these Terms and Conditions pursuant to and in accordance with sub-condition 15.3.
- 1.6 Where two or more people constitute the Client, each of them shall jointly and severally be liable to the Consultant for all the obligations and liabilities of the Client under the Contract.

2. Definitions and Interpretation

- 2.1 In these Terms and Conditions the following terms have the following meanings:

Anti-Corruption Laws: all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977.

Affiliate: in relation to either party, a company which is a holding company, subsidiary or subsidiary of a holding company of that party (with holding company and subsidiary being as defined in s1159 of the Companies Act 2006).

Cladding Claim: means any claim related to any external wall system (including without limitation (i) any aluminium composite material cladding and (ii) any external wall system designed or used for any of the same or similar purposes as such cladding) or any product or material used or intended for use in or in connection with any such system (including without limitation any associated core, filler, insulation, or cavity barrier).

Client's Persons: all persons employed, engaged or authorised by the Client, excluding the Consultant or any Consultant's Persons.

Confidential Information: all information which a party may have or acquire 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.

Construction Act: the Housing Grants, Construction and Regeneration Act 1996, as amended.

Consultant's Persons: the Consultant's employees and agents, and all other persons employed or engaged on or in connection with the Services or any part of them by or on behalf of the Consultant.

Data Protection Legislation: the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council and/or other applicable data protection legislation in force (including any

replacement or restatement of the same applicable to either party or to the Services).

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Loss: the aggregate of all losses or damages including interest thereon (if any) and any costs (including legal costs) suffered or incurred directly by the Client under or in connection with these Terms and Conditions and includes all losses, liabilities, claims, costs, expenses, damages, actions, awards, penalties and/or fines, obligations and also includes all losses, liabilities, costs and expenses in relation to or resulting from any demands, claims or proceedings.

Materials: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared in the provision of the Services.

Sanctions Rules: any applicable trade or economic sanctions, export control, embargo or similar laws, regulations, rules, measures, restrictions, restricted or designated party lists, licences, orders, or requirements, in force from time to time, including without limit those of the European Union, the United Kingdom, the United States and the United Nations.

Services: the services referred to in the Client Proposal, together with any additional services that the Consultant expressly agrees in writing to undertake.

- 2.2 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

- 2.3 Where the words include(s), including or in particular are used in these Terms and Conditions, they are deemed to have the words without limitation following them. Where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

3. Appointment and Term

- 3.1 The Consultant shall provide the Services with effect from the date of the Contract or the date upon which the Consultant commenced performance of the Services, whichever is the earlier. In the case of the Consultant commencing performance of the Services before the date of the Contract, the provisions of these Terms and Conditions shall be deemed to apply to such earlier performance.

- 3.2 The Contract shall continue until the Services are completed at which point the Contract will automatically terminate, unless the Contract is earlier terminated in accordance with condition 11. Where the Client wishes to instruct additional services outside the scope of services detailed in the Client Proposal and/or requires *ad hoc* advice from the Consultant after the completion of the Services, the Consultant shall not be under any obligation with regard to such services until the scope of such additional services and additional fee in relation thereto have been agreed between the Client and the Consultant in writing.

4. Obligations

- 4.1 The Consultant shall provide the Services with the reasonable skill and care to be expected of a properly qualified and competent member of the Consultant's profession with appropriate skill and experience of providing services of a similar scope, type, nature and complexity to the Services.

- 4.2 The Consultant will not review, specify, advise, approve or comment on any products, systems or materials for use in the project unless the Consultant expressly agrees to do so in writing prior to such service being provided. In the absence of an express agreement, the Client agrees that: it will not rely on the Consultant for such advice; and it will remain responsible for the specification, approval and use of all products, systems and materials on the project. Where the Consultant agrees to provide this service, the Consultant shall exercise the standard of skill and care provided in sub-condition 4.1 not to specify any products or materials for use in the project of which the Services form part which, at

- the time of such specification or approval, are generally known within the Consultant's profession to be deleterious in the particular circumstances in which the Client has notified the Consultant such materials are to be used, to health and safety and/or the durability of the relevant building or structure.
- 4.3 The Client shall supply the Consultant without charge and in a timely fashion with all necessary and relevant information in the possession of the Client or any Client's Person and with any necessary instructions, decisions, consents or approvals.
- 4.4 Nothing in the Contract shall imply that any services to be provided by the Consultant will, when completed, be fit for the purposes for which they are required by the Client.
- 4.5 The parties agree that any report or advice issued by the Consultant under the Contract shall be issued on the basis of information known to the Consultant at the time that the Services are carried out. Although the Consultant shall use the standard of skill and care referred to at sub-condition 4.1 to ensure accuracy, the Services depend, inter alia, on the effective co-operation of the Client, the Client's Persons and on the information submitted to the Consultant. All such reports and advice are prepared on the basis that:
- a) the Consultant shall have no responsibility to any person or body other than the Client;
 - b) they are not produced for any particular purpose and no statement is to be deemed, in any circumstances to be or give rise to a representation, undertaking, warranty or contractual condition unless specifically stated;
 - c) such reports and advice are determined solely by the professional analysis undertaken by the Consultant's Persons under the Contract and any forecasts by the Consultant of the results is an estimate only;
 - d) the Consultant is entitled to be paid in accordance with condition 5 irrespective of the results or conclusions reached in such report or advice;
 - e) the results of the Services shall address the items and information submitted only and are not to be regarded as representative of any larger population from which the relevant sample was taken; and
 - f) the results are final and approved by the Consultant. The Consultant shall be under no liability where the Client has acted on preliminary, unapproved results or advice.
- 4.6 Without prejudice to the generality of sub-condition 4.5 and condition 18, the Client agrees that the Services are performed for the Client only and, save only where the Consultant has agreed in writing that the relevant output(s) of the Services may be disclosed to and relied upon by a third party providing other services in relation to the project of which the Services form part, only the Client may rely on the Consultant's performance thereof.
- 5. Remuneration**
- 5.1 The fee payable for the Services performed by the Consultant is specified in the Client Proposal.
- 5.2 The Client shall reimburse the Consultant for any expenses and disbursements incurred by the Consultant at the Client's request.
- 5.3 The Consultant shall not be required to undertake or perform any functions or duties outside the scope of the services as detailed in the Client Proposal. Any additional services shall be expressly agreed between the Consultant and the Client in writing, and shall be subject to the agreement of an additional fee.
- 5.4 The Consultant may from time to time submit an account (in this sub-condition the account and associated supporting information is referred to as the "**Account**") for amounts due in respect of Services undertaken, which shall state the basis on which the amount due is calculated.
- 5.5 Payment of an Account shall become due 7 days after the date on which the Account is issued by the Consultant.
- 5.6 The final date for payment by the Client shall be 30 days after the date a payment becomes due in accordance with sub-condition 5.5.
- 5.7 Not later than 5 days after the date on which payment becomes due in accordance with sub-condition 5.5 the Client shall give written notice (the "**Payment Notice**") to the Consultant stating the amount which the Client considers to be or have been due at the due date and the basis on which that amount is calculated. Where no such notice is given, the amount to be paid is that stated in the Account.
- 5.8 If the Client intends to pay less than the amount stated as due in the Payment Notice (or where no such notice is given, the amount stated in the Account), the Client shall, not later than 2 days before the final date for payment, give written notice (the "**Pay Less Notice**") to the Consultant stating the amount the Client considers to be due at the date the notice is given and the basis on which that amount has been calculated.
- 5.9 If the Client is in default over payments of amounts properly due, the Consultant may suspend performance of any or all of its obligations under the Contract. This right is subject to the Consultant first giving the Client not less than 7 days' notice in writing of such intention and stating the grounds for suspension. The right to suspend performance shall cease when the Client makes payment of the amount due.
- 5.10 On the resumption of a suspended service previous payments shall be regarded solely as payments on account towards the fee for the Services.
- 5.11 Where the Consultant exercises its right of suspension under sub-condition 5.9:
- a) the Client shall pay to the Consultant a reasonable amount in respect of costs and expenses reasonably incurred by the Consultant as a result of the exercise of that right; and
 - b) any period during which performance is suspended in pursuance of or in consequence of the exercise of that right (and the time taken for resumption following suspension) shall be disregarded in computing (for the purpose of any contractual time limits) the time taken by the Consultant or by a third party to complete any work directly or indirectly affected by the exercise of that right (and where a contractual time limit is set by reference to date rather than period, the date shall be adjusted accordingly).
- 5.12 Interest shall be added to all amounts remaining unpaid after the final date for payment. Interest shall be calculated at a rate equivalent to 3% per annum above the base rate from time to time of HSBC Bank in the relevant currency.
- 5.13 All sums due under the Contract are exclusive of value added tax the amount of which shall be paid by the Client to the Consultant at the rate and in the manner prescribed by law.
- 6. Performance of the Services**
- 6.1 Except for any specific matters agreed with the Client, the Consultant shall use its own initiative in how the Services are completed and shall have flexibility as to the hours worked on location by the Consultant's Persons, but shall nonetheless assist the Client by making all reasonable attempts to work within an overall agreed deadline.
- 6.2 The Consultant shall, and shall procure that the Consultant's Persons shall, observe all reasonable health and safety regulations of the Client when attending any site of the Client.
- 6.3 The Client shall supply the Consultant without charge and in a timely fashion with all necessary and relevant information in the possession of the Client or any Client's Person and with any necessary instructions, decisions, consents or approvals. The Client represents and warrants to the Consultant, both at the time of supply and subsequently, the completeness and accuracy of all documents and information it provides to the Consultant for the purposes of the Consultant's performance of the Services.
- 7. Consultant's Persons**
- 7.1 The Consultant shall at all relevant times engage an adequate number of competent and suitably qualified and experienced personnel in the performance of the Services.
- 7.2 If at any time before completion of the Services the Client shall request the removal of any of the Consultant's Persons for reasons of negligence, incompetence or misconduct, the Consultant shall promptly remove such Consultant's Persons and replace him or them with persons reasonably acceptable to the Client.
- 8. Indemnity Insurance**
- The Consultant shall maintain professional indemnity insurance for an amount of not less than the Consultant's limit of liability under sub-condition 12.1 in the aggregate in respect of all claims under the Contract, from the date of the Contract to the date referred to at sub-condition 12.6, provided such insurance is generally available in the market at commercially reasonable rates and terms.
- 9. Assignment**
- Neither party shall have any right to assign or transfer any of its rights or obligations under the Contract.
- 10. Copyright, Licence and Confidentiality**
- 10.1 The Intellectual Property Rights in the Materials provided to the Client by the Consultant shall remain vested in the Consultant but the Client shall have a licence to copy and use the Materials in connection with the project for which the Consultant has supplied the Client Proposal. The Consultant shall not be liable for the use by any person of the Materials for any purpose other than that for which the same were provided by the Consultant.
- 10.2 The Client acknowledges and accepts that the Consultant does not undertake a duty of care to any third party to which the Client may disclose the Materials in whole or in part. The Client may present the Materials to a third party bound by a written obligation of confidentiality in respect of the Materials only on a strict non-reliance basis and provided that such third party signs a non-reliance letter with the Consultant in a form acceptable to the Consultant. In the absence of such a duly signed non-reliance letter being provided to the Client, the Client shall indemnify and keep indemnified the Consultant against any and all liability, costs, damages and expenses the Consultant may incur by reason of the disclosure of the Materials in whole or in part to such third party. Where the Client uses the Materials outside of their proper context or makes or uses excerpts from them in a manner that is misleading, deceptive or otherwise does not fairly represent the

- conclusions of the Materials, the Client does so entirely at its own risk, and the Client shall indemnify and keep indemnified the Consultant against an and all liability, costs, damages and expenses that the Consultant may incur by reason thereof.
- 10.3 The Client shall indemnify and hold harmless the Consultant against all losses to which the Consultant may become liable as a result of a claim that the use by the Consultant of any data, equipment or other materials supplied by the Client for the performance of the Services involves the infringement of any Intellectual Property Rights of any third party.
- 10.4 Each party (the "**Recipient**") shall keep all Confidential Information of the other party (the "**Disclosing Party**") in the strictest confidence. Save for the purposes of fulfilling its obligations under the Contract, the Recipient shall not, without the prior written consent of the Disclosing Party, disclose, divulge or grant access to the Confidential Information which it has received and shall not permit any of its employees, agents or officers to disclose, divulge or grant access to such Confidential Information.
- 10.5 Notwithstanding sub-condition 10.4, a Recipient may disclose Confidential Information which it has received if:
- it is required to do so by any governmental, local government or regulatory authority, any accreditation body or by law (but then only to the extent it is strictly required to do so);
 - it is strictly necessary for the purpose only of obtaining professional advice in relation to the Contract;
 - it was already known to the Recipient prior to the time of disclosure by the Disclosing Party (where the Recipient can prove the same with documentary evidence); or
 - it is information which subsequently becomes public knowledge other than by breach of contract by the Recipient.
- 10.6 In the event of an information request being made to a Recipient pursuant to any Freedom of Information legislation or the Environmental Information Regulations 2004 in respect of any Confidential Information then the Recipient shall notify the Disclosing Party and shall not disclose any information until an analysis has been made as to whether the information requested is capable of benefiting from an exemption from disclosure.
- 11. Termination**
- 11.1 The Client may at any time require the Consultant to suspend the performance of the Services by two weeks' notice. If the period(s) of suspension exceed three months in aggregate the Consultant may terminate the appointment of the Consultant by two weeks' notice.
- 11.2 The Client may terminate the appointment of the Consultant at any time upon 7 days' notice in writing to the Consultant.
- 11.3 The Client may terminate the appointment of the Consultant in the event of a breach of these Terms and Conditions by the Consultant or in the event of the insolvency of the Consultant by two weeks' notice.
- 11.4 The Consultant may terminate the appointment of the Consultant in the event of (i) a breach of these Terms and Conditions by the Client, (ii) the circumstances described in sub-condition 11.6 arising, or (iii) in the event of the insolvency of the Client, by two weeks' notice.
- 11.5 In these Terms and Conditions, "**insolvency**" shall mean either party becoming bankrupt, going into liquidation (either voluntary or compulsory except as part of a bona fide scheme of reconstruction or amalgamation), being dissolved, entering into a voluntary arrangement or having a receiver, an administrative receiver or an administrator appointed in respect of the whole or part of its assets.
- 11.6 Where the Consultant reasonably apprehends that providing the Services or dealing with the Client would be in breach of Sanctions Rules, the Client fails to satisfy due diligence requests made by the Consultant in connection with compliance with Sanctions Rules or other relevant laws or regulations or the Client does anything which is in breach of, or would cause the Consultant to be in breach of, Sanctions Rules, the Consultant may terminate the appointment of the Consultant in accordance with sub-condition 11.4.
- 11.7 If circumstances arise for which the Consultant is not responsible and which the Consultant considers make it irresponsible for the Consultant to perform all or any part of the Services the Consultant shall be entitled to terminate these Terms and Conditions by two weeks' notice.
- 11.8 In the event of any suspension or termination the Client shall pay the Consultant a fair and reasonable amount on account of the fees due under condition 5 commensurate with the Services performed to the date of such suspension or termination and any outstanding disbursements and expenses.
- 11.9 Termination of the Consultant's appointment under these Terms and Conditions shall not prejudice or affect the accrued rights or claims of either party.
- 12. Liability**
- 12.1 The Consultant's maximum aggregate liability under or in connection with these Terms and Conditions, in contract, equity, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise in connection with these Terms and Conditions shall not exceed the greater of: (i) £5,000; or (ii) the fee payable for the Services in accordance with condition 5.
- 12.2 Without prejudice to the generality of sub-condition 12.1, the Consultant shall have no liability whatsoever to the Client (whether in contract, tort (including without limitation negligence or breach of statutory duty), or otherwise) arising out of or in connection with any Cladding Claim, save as may be explicitly agreed in writing between the Consultant and the Client. Any such agreement in writing shall, save where it explicitly provides otherwise, be taken (a) to be subject to any other provisions which operate to lawfully exclude or limit the Consultant's liability, and (b) to exclude, if and to the extent not excluded in any event, any liability other than for the direct costs, incurred as a direct result of a negligent act or omission of the Consultant from which such Cladding Claim arises, of rectifying works.
- 12.3 The Consultant shall not be liable to the Client whether in contract, equity, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise for any: (i) costs of decamping or re-housing; (ii) liquidated damages; (iii) loss of profit or anticipated profit, loss of business, loss of market, loss of contract, damage to or depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information, ex gratia payments, pure economic loss, loss of revenue or anticipated revenue; (iv) loss or damage incurred as a result of third party claims; (v) delay in the performance of any obligation under the Contract (including damages suffered by the Client by reason of such delay); or (vi) any special, indirect or consequential loss, costs, damages, charges, fines, penalties or expenses howsoever caused.
- 12.4 Save in the case of fraud or fraudulent misrepresentation by the Consultant, the Consultant shall be under no liability in respect of any claim under the Contract and any such claim shall be wholly barred and unenforceable unless:
- the Client notifies the Consultant in detail and in writing of the alleged basis for the claim within two (2) months of the Client becoming aware thereof and within three (3) years after the completion of the Services to which the claim relates; and
 - the Consultant is permitted to inspect any and all property with respect to which the Services relate, which are claimed to be defective or to which the Client's claim otherwise relates.
- 12.5 The Client shall look only to the Consultant (and not to the Consultant's Persons) for redress if the Client considers that there has been any breach of these Terms and Conditions. The Client agrees not to pursue any claims in contract, equity, tort (including negligence) or statute against any of the Consultant's Persons as a result of carrying out its obligations under or in connection with the Contract at any time.
- 12.6 No action or proceedings under or in respect of the Contract, whether in contract, equity, tort, in negligence, for breach of statutory duty or otherwise shall be commenced against the Consultant after the expiry of six years following completion of the Services or termination of the Contract, whichever occurs first.
- 12.7 The Client agrees to indemnify, keep indemnified and hold harmless the Consultant from and against all Losses which the Consultant may suffer or incur arising out of or as a result of:
- any breach or negligent performance or failure in performance by the Client under the Contract;
 - any breach of any law by the Client in connection with the performance of the Services;
 - any claim threatened or made against the Consultant by any third party arising out of or in connection with the use by the Client of the Materials or any omission on the part of the Client to use the Materials or any breach of sub-condition 4.6 or 10.2;
 - any claim arising from reliance upon the Materials on the part of any purchaser, tenant or funder with an actual or prospective interest in the relevant property (save where the Consultant has expressly confirmed in writing that the relevant party may rely upon the Materials); or
 - any claims arising as a result of any misuse or unauthorised use of any Materials issued by the Consultant or any Intellectual Property Rights belonging to the Consultant (including trade marks) pursuant to the Contract.
- 12.8 Subject to sub-condition 12.11 but otherwise notwithstanding any other provision of these Terms and Conditions, the Client's liability under sub-condition 12.7 shall be unlimited.
- 12.9 Neither the Client nor the Consultant shall be liable for delay in performing, or failure to perform any obligation under the Contract in the event that such delay or failure to perform is caused directly or indirectly by force majeure, which shall include but not be limited to any act of God, flood, drought, earthquake or other natural disaster, pandemic, epidemic, war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, riot, accident, terrorism, explosion, strike or labour dispute (in either case not limited to the relevant party's business), any law, or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, delay or default by subcontractor or supplier of materials or services, the existence of any circumstance making performance commercially

impracticable or any other cause beyond the party's reasonable control, provided always that this sub-condition 12.9 shall not apply to any obligation the Client has to make payment to the Consultant under the Contract.

12.10 The Consultant's liability for breach of contract, tort (including claims for negligence or breach of statutory duty) or otherwise in connection with the performance of the Contract shall be limited to the amount which it would be reasonable, just and equitable for the Consultant to pay having regard to the Consultant's actual responsibility for the loss and/or damage in question and on the assumption that all other contractors and consultants engaged on the project of which the Services form part shall have provided to the Client contractual undertakings on terms no less onerous than those of the Consultant under the Contract.

12.11 Nothing in these Terms and Conditions shall exclude or in any way limit either party's liability for:

- a) fraud;
- b) death or personal injury caused by its negligence;
- c) breach of terms regarding title implied by section 12 Sale of Goods Act 1979 and/or section 2 Supply of Goods and Services Act 1982; or
- d) any liability to the extent the same may not be excluded or limited as a matter of law.

12.12 Except where the Services are provided to a person who deals as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms which may be implied by law or otherwise are excluded to the fullest extent permitted by law, save as may be expressly set out or referred to herein.

12.13 The Client acknowledges that the above provisions of this condition 12 are reasonable and reflected in the price which would be higher without those provisions and the Client will accept such risk and/or insure accordingly.

13. Adjudication

13.1 Without prejudice to sub-condition 13.2, if any dispute or difference arises between the parties under the Contract senior representatives of the parties shall, within 10 days of a written request from either party to the other addressed to the managing director/the senior partner as appropriate, meet in an effort to resolve the dispute in good faith.

13.2 Where the Construction Act applies to the Contract:

- a) either party may at any time refer any dispute or difference arising between the parties under the Contract to adjudication; and
- b) the adjudicator shall be appointed by agreement of the parties under or failing such agreement by the President or Vice President for the time being of the Institution of Civil Engineers. The adjudication shall be conducted in accordance with the Scheme for Construction Contracts (England and Wales) Regulations 1998 (the "**Scheme**").

14. Entire Agreement

14.1 The Contract constitutes the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of the Contract.

14.2 Each party acknowledges that, in entering into the Contract, it does not rely on any statement, representation, assurance or warranty (a "**Representation**") of any person (whether a party to the Contract or not) other than as expressly set out in the Contract. Each party agrees that the only remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in these Terms and Conditions.

15. Waiver

15.1 Failure to exercise, or any delay in exercising, any right or remedy provided under the Contract or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

15.2 No single or partial exercise of any right or remedy provided under the Contract or by law shall preclude or restrict the further exercise of any such right or remedy.

15.3 The Contract may not be varied or waived unless such variation or waiver is in writing and is signed by the Consultant and the Client. The variation or waiver must set out the term or terms of the Contract which is to be varied or waived and the details of such variation or waiver.

16. Severance

If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

17. No Partnership or Agency

Nothing in the Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including

the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

18. Rights of Third Parties

A person who is not a party to the Contract shall not have any rights under or in connection with it. The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.

19. Notices

19.1 Except as otherwise provided for in the Contract, all notices or other communications under or in respect of the Contract to either party shall be deemed to be duly given or made when delivered to the address stated in the Client Proposal (or at such address, including any e-mail address, as the party may hereafter specify for this purpose to the other).

19.2 A notice or other communication received on a non-working day or after business hours in the place in receipt, shall be deemed to be given or made on the next following working day in that place.

20. Bribery and Corruption

20.1 The Client undertakes to comply with the Anti-Corruption Laws and shall not do, nor omit to do, any act which will cause the Consultant to be in breach of the Anti-Corruption Laws. The Client shall:

- a) comply with the Consultant's anti-bribery and anti-corruption policies as updated from time to time;
- b) promptly report to the Consultant any request or demand for any undue financial or other advantage of any kind received by the Client in connection with the performance of the Contract; and
- c) promptly notify the Consultant (in writing) if a foreign public official becomes an officer or employee of the Client or acquires a direct or indirect interest in the Client (and the Client warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of the Contract).

20.2 Failure to comply with sub-condition 20.1 shall constitute and irremediable breach of contract and may result in the immediate termination of the Contract.

21. Data Protection

In performing their respective obligations under the Contract, each party shall comply with the Data Protection Legislation and neither the Client nor the Consultant shall (and the Client and the Consultant shall procure that neither the Client's Persons nor Consultant's Persons respectively shall) engage in any agreement, arrangement, practice or conduct relating to the Services or the project of which the Services form part which would amount to an infringement of the Data Protection Legislation.

22. Governing Law and Jurisdiction

22.1 The Contract shall be governed by and construed in accordance with English Law.

22.2 Subject to sub-condition 22.1, the parties to the Contract irrevocably agree that the courts of England and Wales shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any dispute which may arise out of or in connection with the Contract, and for such purpose the parties irrevocably submit to the jurisdiction of the courts of England and Wales.