

Terms and condition on which Green Arc Consulting Limited provides its services

Green Arc Consulting Limited provides its services on the following terms and conditions.

1 The meaning of some words used in these terms and conditions

'we', 'us' or 'our'	is a reference to (name of person or company providing the services);
'you' or 'your'	is a reference to the person to whom we are providing our Services and who is required to pay for the Services we provide;
'Information'	refers to information required for us to complete our services;
'Materials'	means any materials, goods, parts or items we need to buy necessarily in order to perform the Services;
'Premises'	means the place where we will provide the Services; and
'Services'	means the [advice (or) assistance (or) help (or) opinion (or) installation (or) (specify)] we will provide in connection with the [[issue,] problem, matter or situation you are facing (or) your requirements]. The precise Services we will be providing to you will stated in the [estimate (or) quotation (or) order form] and as we agree from time to time.

2 Entering into a legally binding contract

- 2.1 A contract between you and us will come into being in one of two ways:
 - 2.1.1 where you and we agree orally that we should provide the Services then there will be a legally binding contract on the date of our oral agreement.
- 2.2 We suggest that before you orally agree to us providing Services that you read through these terms and conditions. If you have any questions concerning them please ask us.
- 2.3 You should keep a copy of these terms and conditions for your records.

3 Providing the Services

- 3.1 Once we and you have entered into a legally binding contract we will normally start providing the Services to you straight away or on a date agreed between us without further discussion with you.

Occasionally the Services will be provided at some other date or time or be dependent on a number of factors.

3.2 Our aim is to always provide you with the Services:

3.2.1 using reasonable care and skill;

3.2.2 in compliance with commonly accepted practices and standards in civil and structural engineering design;

3.2.3 in compliance with the laws and regulations of England and Wales in force at the time we are carry out the Services.

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4 Scope of work

4.1 The nature of the Services requires that we need to confirm the scope of work to be carried out so that:

4.1.1 the specific Services that are to be performed can be planned and specified;

4.1.2 we can compile a technical specification as to how the Services are to be performed (including sizing, measuring, calculations and drawings as required).

4.2 The scope of work will be confirmed:

4.2.1 within 7 days of you and us entering into this contract; or

4.2.2 as soon as possible after the date we and you enter into this contract.

4.3 If after carrying out the survey it is clear that:

4.3.1 the amount of Services needed to be provided is substantially in excess of that set out in an estimate and the extra Services could not have been reasonably foreseen at the time the estimate was provided; and/or

4.3.2 there are substantial technical or practical reasons why the result or purpose to be achieved by the performance of the Services will not be achieved; and/or

4.3.3 there are substantial technical, structural or practical problems with the Premises which could not have been reasonably foreseen at the time the estimate was provided,

then we shall have the right to cancel the contract. If we choose to do so we will refund all sums you have paid, and if you wish, provide written reasons for the cancellation.

5 Days and times when we normally provide the Services and performance of Services away from the Premises

5.1 Unless we agree otherwise we will provide the Services on normal working days and start work no earlier than 8.00 am and finish work no later than 5.00 pm. A normal working day for us means Mondays to Fridays, excluding any bank or other national holidays.

6 Timing

6.1 Our responsibility to perform the Services by particular dates

We aim to carry out the Services by the dates and times we either agree with you or notify to you. But we cannot guarantee or provide a firm commitment that:

- 6.1.1 we will start performing the Services by a specified date or time; or
- 6.1.2 we will complete the performance of all the Services by any specified date or time; or
- 6.1.3 the performance of any individual part of the Services will be completed by a specified date or time.

6.2 What can happen if we cannot start performing the Services or complete performing the Services

- 6.2.1 If we do not start or do not complete performing the Services within a reasonable period from the date(s) we have agreed or notified then you may either choose either to continue to wait until we can start performing the Services or complete performing them or you can cancel the contract.
- 6.2.2 Where we have started performing the Services and you decide you wish to cancel the contract you will only have to pay for any Services we have performed up to the date of cancellation and for any Materials which we have a legal obligation to pay for. If you have made payment(s) to us in excess of the amount of Services we have performed or Materials we have purchased, we will return the difference to you within 7 days of cancellation.
- 6.2.3 What is a reasonable period of time depends on the type of Services we will be performing and the length of time they will take to perform. For example, if you and we believe that the Services will take only a few hours to perform, then if we fail to start performing the Services (eg half a day) then you may have the right to cancel. But if the Services are due to take several weeks to perform, then if we fail to start to perform the Services after a couple of weeks when are due to or we do not perform the Services during a couple of weeks when we were due to, then in such circumstances you may be entitled to cancel the contract.

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6.3 Situations or events outside our reasonable control

- 6.3.1 In addition, there are certain situations or events which occur which are not within our reasonable control (some examples are given in the next numbered paragraph). Where one of these occurs we will normally attempt to recommence performing the Services as soon the situation which has stopped us performing the Services has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) before we can start or continue performing the Services.

- 6.3.2 The following are examples or events or situations which are not within in our reasonable control:
- 6.3.2.1 where weather conditions make it impossible or unsafe for us to perform any of the Services;
 - 6.3.2.2 if the Information is not delivered on the date or at the time agreed with the supplier of the Information;
 - 6.3.2.3 where you make a change in the Services you wish us to perform (and this results in, for example, us having to do further work or wait for new or different Information);
 - 6.3.2.4 where we have to wait for other providers of services (who have been engaged by you) to complete their work before we are able to perform the Services (or the relevant part of the Services dependant on the other provider if ordered at short notice);
 - 6.3.2.5 where we are unable to gain access to the Premises to carry out the Services at the times and dates we have agreed with you;
 - 6.3.2.6 where the areas in the Premises have not be readied by you as we and you have agreed in order for us to perform the Services;
 - 6.3.2.7 for other some unforeseen or unavoidable event or situation which is beyond our control.
- 6.3.3 If the delay in us recommencing performing the Services will be excessive then we will offer you the option of either:
- 6.3.3.1 continuing to wait until we are able to recommence performing the Services. If you are required to make any payments during this period (for example if we and you have agreed that you will pay us in staged amounts) then we will not require you to make any of the payments required until we are able to recommence performing the Services; or
 - 6.3.3.2 allowing you cancel the contract. If you choose this option then you will only have to pay for any Services we have performed up to the date of cancellation and for any Materials which we have a legal obligation to pay for. If you have made payment(s) to us in excess of the amount of Services we have performed or Materials we have purchased, we will return the difference to you within [7] days of cancellation.

7 Price, estimates and payment

7.1 Our charges based on a fixed lump sum

- 7.1.1 We normally charge for our Services on a fixed lump sum basis. We charge for each clearly defined requirement.

- 7.1.2 From time to time we may need to charge you a higher amount than originally stated. This can occur for a number of reasons, in particular where:
- 7.1.2.1 what you require us to do changes, or the amount of work or Services you require us to provide increases or is different to what we and you agreed before we started performing the Services; or
 - 7.1.2.2 when we start performing the Services, it becomes apparent that the quantity of Services we will need to perform or the type of work that is involved is different to what we agreed before we started performing the Services and we could not reasonably foresee this before we started performing the Services.
- 7.1.3 Where the amount of work involved is greater than that stated in a quotation (as set out in paragraph 7.1.1) the following will happen:
- 7.1.3.1 we will not continue performing the Services and we will seek your approval to the extra amount that you will need to pay, unless:
 - 7.1.3.1.1 it is not possible to contact you within a reasonable time; or
 - 7.1.3.1.2 it is not safe not to carry out and finish performing the Services (for example, your goods or premises may be left in a dangerous condition or unprotected from theft if the Services are not completed).

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7.2 When payment is required

Payment for our Services and the Materials are normally made in two ways, either:

- 7.2.1 at the time we finish performing the Services; or
- 7.2.2 in a number of staged payments, often involving:

Which option we will use will be indicated on the quotation.

7.3 VAT

All amounts stated (whether orally or in writing) are inclusive of VAT, which will be added at the rate currently in force.

7.4 If you do not pay when required to

If you fail to make payment by the date or time we and you agree we may:

- 7.4.1 charge you interest (at Santander's base interest rate plus 3%) on any outstanding amounts if those outstanding amounts remain unpaid for more than 7 days from the date of our invoice or when we asked you first to pay them; and/or

7.4.2 if the amounts not paid represent more than 10% of the total value of the Services we are to perform for you and there remain some Services which we have not yet performed, then we may suspend performing the remaining Services until you make payment.

7.5 Where you seek to not pay amounts due to us

You will not refuse to pay any amount owing to us where there is only a minor or inconsequential defect or error in the performance of the Services. You will be entitled only to refuse to pay no more than a proportionate amount of any amount due.

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8 Things you will need to do

8.1 If we are performing the Services at the Premises then you should:

8.1.1 make the areas where the Services are to be performed ready;

8.1.2 remove any items etc which will stop or hinder in the performance of the Services;

8.1.3 protect your items or possessions from the effects of us performing the Services; and

8.1.4 allow us to gain access to the Premises at the dates and times we and you have agreed we will perform the Services.

8.2 You will obtain all necessary consents, permissions and approvals before we start performing the Services.

8.3 You will make available to us such domestic facilities at the Premises as we reasonably require.

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9 Some restrictions and assumptions

9.1 We will assume that all information, measurements and facts ('Measurements') that you provide are accurate and true. We will not accept liability for any loss or damage caused where we reasonably perform our Services in reliance of these. We will be responsible for any Measurements we make or provide.

9.2 We work within industry tolerances for the Services we provide. This might mean that:

9.2.1 measurements given or used are subject to variation (to the extent permitted by industry tolerances);

9.2.2 the subject of the Services may be a different size, weight or area (to the extent permitted by industry tolerances) then specified in our estimate, survey, report or any manufacturer's or maker's specification or description after we have performed our Services.

10 Exclusion and limitation of liability

- 10.1 We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or death.
- 10.2 We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach by us of this contract. In the event that any loss or damage suffered by you relates to your business activities or use of the Premises for commercial purposes then we exclude all liability for any business loss and in particular we exclude all liability for loss of profits or other economic loss arising out of a breach of this contract.

11 Communicating with us

- 11.1 You can always telephone (our contact numbers are available on our website).
- 11.2 However, for important matters we suggest that you use writing and send any communications by email or post.

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12 Cancellation by you

- 12.1 Once we and you enter into a binding contract you will normally not be able to cancel the contract, except where we agree or as otherwise provided for in this contract.
- 12.2 If we agree to cancel then you will be responsible for the cost of:
- 12.2.1 any of our time in performing the Services up to the date we stop providing the Services;
 - 12.2.2 any Materials we are contractually committed to buying up to the date of termination (whether or not we need to pay for them before or after the date the contract between us and you is cancelled). Any Materials we have purchased (but not used in performing the Services) will be delivered to you.
- 12.3 In the circumstances stated in clause 13.2 we will first deduct the amounts for which you are responsible from any deposit you have paid. Any remaining deposit will be returned to you. If the amount owing is greater than the deposit we will return invoice you for the amount in excess of the deposit.
- 12.4 If you:
- 12.4.1 purport to cancel the contract, or
 - 12.4.2 give notice purporting to cancel, or
 - 12.4.3 otherwise do not fulfil your obligations (such as by not paying any sums due to be paid to us) in a way which amounts to you cancelling the contract,
- we do not have to accept your cancellation except as provided in clause 7.2 or as otherwise provided for in this contract. However, we may choose to accept cancellation, and if we choose to do so you will be required to pay to us a reasonable amount for the losses and costs (including loss of profit) we have suffered. If you have paid a deposit, this will be retained and if our reasonable

losses and costs (including loss of profit) are greater than the deposit we have retained we will require you to pay for our losses and costs in excess of the deposit retained.

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13 Amendments to the contract terms and conditions

We will have the right to amend the terms and conditions of this contract where:

- 13.1 we need to do so in order to comply with changes in the law or for regulatory reasons; or
- 13.2 we are changing the rates we charge for the provision of Services as provided for in clause 7;
- 13.3 we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long as such correction is minor and does not materially affect the contract.

Where we are making any amendment we will give you 30 days' prior notice (unless the contract is terminated before that period).

14 Contacting each other

If you wish to send us any notice or letter then it needs to be sent to 2 Colliery Road, Bearpark, Durham DH7 7AT and should be marked for the attention of Colin Everett. If we wish to send you a letter or notice we will use the address you have given.

15 Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

16 Law and jurisdiction

This contract shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.