

## Terms and Conditions

The following terms and conditions apply to our quotations.

- 1) Consilium Technical Services will provide Temporary Traffic Management design and engineering services as instructed by their clients. The cost of these services will be charged to the client in one of the following ways:

- a) Hourly Rate
- b) Fixed price per package of work

All rates and prices will be agreed in writing prior to the commencement of work. All prices and rates will be quoted exclusive of VAT and our scope of works are outside the CIS scheme and therefore not subject to CIS deductions.

- 2) Additional costs will be incurred by the following:

- a) Changes to work commenced and/or completed,
- b) any work beyond our original estimate.

Additional costs will be charged at our standard hourly rate & agreed in writing with the client before work is commenced.

- 3) All work will be presented in electronic format (i.e. pdf). Where other formats are required (i.e. dwg or dxf) plotting costs will be charged at an agreed fixed price. In addition to the fixed price Consilium Technical Services will charge our hourly rate for all work associated with the preparation of plots. Hard copies will not be provided.

- 4) Subject to satisfactory credit referencing, our standard terms of credit require:

- a) Payment within 30 days of invoice
- b) Invoices not paid within clause 3.i will be subject to a daily charge of 4% above the base rate at the time being of Bank of England.

- 5) Commencement of work is subject to receipt of a valid Works Order.

- 6) Our rates are based on nil retention being held.

- 7) Unless stated all rates exclude any allowances for travel or client incurred expenses.

- 8) All design and engineering documentation prepared by Consilium Technical Services will be internally checked prior to issue to our client.

- 9) Consilium Technical Services will not accept responsibility or be liable for costs or consequential loss by any party, due to errors or omissions on the drawings.

- 10) Our clients are responsible for checking and approving all design and engineering documentation provided by Consilium Technical Services prior to issue for construction and/or to a third party.
- 11) Consilium Technical Services reserve the right to suspend work on a contract if the quality of information is not sufficient to complete the work for the agreed fixed price. Time spent on the contract up to cessation of work will be chargeable at our current hourly rate, and a new rate agreed prior to re-commencement.
- 12) In the event that the Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, Consilium Technical Services will be due the total amount of the Services.
- 13) Liability and Insurance
  - a) Consilium Technical Services will maintain Professional Indemnity Insurance of £2,000,000
  - b) Consilium Technical Services will maintain Employers Liability of £10,000,000
  - c) Consilium Technical Services will maintain Public and Product Liability insurance of £2,000,000
  - d) Nothing in this Agreement or any other order shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be application under the law.
- 14) Confidentiality, Ownership and Intellectual Property
  - a) Consilium Technical Services transfers to the Client, the future copyright in or on any and all written documents prepared by Consilium Technical Services for the Client on full and final settlement of payments of the Services.
  - b) In connection with the provision of the Service Consilium Technical Services may generate, create, write or produce reports, advice, analyses, designs, methodologies, code or any other output as required to carry out the Service.
  - c) Consilium Technical Services acknowledges that during the course of carrying out the Services, confidential information regarding the Client may be exchanged between parties. Consilium Technical Services shall keep secret and confidential all such information during the course of carrying out the Services and after the termination of the Services.
- 15) This Agreement and any other contracts and any dispute or claim (including non-contractual dispute or claim) arising from the Services, shall be governed by, and construed in accordance with, the laws of England and Wales.
- 16) These terms and conditions must be accepted in writing by our clients, unless amendments are agreed, prior to commencement of work. Written acceptance of our quotation and/or an instruction with Purchase Order to proceed will be deemed as confirmation of your agreement to these conditions.