

Proposed Services

Design Item		Works Involved	Additional Comments
Drainage Design		- Drainage layout storm and foul with MH schedule - Hydraulic Calculations - Construction Details	Third party fees such as street lighting fees, application fees are excluded. Fee assumes that outfalls will be via gravity. We will require the following information - Topographical survey in CAD - Site plan in CAD, fully coordinated with survey and house type plans
			£750 + VAT
Environment Permit	Agency	- Prepare application form for submission to the EA - Laise with EA and design team during application to obtain approvals. - Prepare details for submission to LPA for planning condition discharge application. Application by others. - Laise with statutory bodies as required to gain approval	Third party fees such as street lighting fees, application fees are excluded.
			£950 + VAT (60% invoiced at time of application, remaining upon approval)

Meetings/Liaison

The above fees include for reasonable liaison with the design team. Our fee does not include for any attendance at meetings. If our attendance is required at meetings additional fees will be required as per our hourly rates, see T&Cs below.

Terms of Business

1.0 Definitions

1.1 In this Agreement:-

Offer	means the offer letter(s)/ email(s) and all its appendices and/or attachments (if any) issued by the Consultant to the Client.
The Client	means the persons, individual, organisation or company on behalf of whom the consultancy services are being undertaken.
Consultant	means the person who issued the Offer to the Client.
The Company	means SEA Consulting Engineers Limited
Agreement	means the Offer and these Terms of Business and the Client's acceptance thereof.
Services	means all the work and services (including advice provided whether or not in writing) carried out or to be carried out for the Client by the Consultant

2.0 Fee proposals

- 2.1 The fee proposal is based on information provided in the client's enquiry, and our anticipated or specified brief. Should the brief become extended then the company reserve the right to apply for additional fees. If instructions for fee uplift cannot be sought and to avoid delaying the project programme, the Consultant will continue work and shall apply hourly rates specified below.

Director	£95.00
Senior Technician	£60.00
Technician	£45.00

- 2.2 Similarly should the brief be reduced then the Consultant will advise of the revised fee.

3.0 Payment terms

- 3.1 All figures quoted in the fee offer are shown exclusive of VAT, which shall be applied to all fee accounts at the current rate.
- 3.2 Interim and / or final invoices properly rendered in accordance with the agreed schedule are payable within 14 days of the date of the invoice.
- 3.3 Should the Client wish to raise any queries in clarification or dispute the payment application this should be raised within seven days of the account being rendered.
- 3.4 Should payment not be received within 14 days of the invoice date the Consultant reserve the right to issue in writing, delivered by recorded post, a letter advising the Client of seven days' notice to make the payment due, before Court proceedings are instigated. In this eventuality all costs associated with the recovery of the debt plus interest shall be applied for through the Courts.
- 3.5 Late payment of fee account is likely to result in the cessation of all project work by the Consultant until such time as the full payment of the outstanding debt is met. The Consultant shall in writing, advise the client or his agent of this situation.

3.6 Payment terms are 14 days from the date of invoice. Late payment of undisputed accounts or account payments whereby the delay is otherwise unfounded will incur a charge of 4% above the Bank of England Base Rate calculated on a daily basis from the date first rendered as described in the following government website: <https://www.gov.uk/late-commercial-payments-interest-debt-recovery/charging-interest-commercial-debt>.

3.7 The fee quoted excludes any licence, submission, or application fees necessarily incurred in the execution of the design or in gaining approvals. Where these fees are met by the Consultant they shall be identified as a disbursement on the invoice application and shall attract a 20% uplift.

3.8 No percentage retention may be applied to any Interim or Final payment applications.

3.9 Payments due under this Agreement shall not be contingent upon the occurrence of any other event (other than the provision of the Services), including but not limited to the failure of the Project to proceed.

4.0 Performance

4.1 The Consultant shall use all reasonable endeavours to perform the Services to the programme, if any, set out in the Agreement but shall not be liable if it is unable to perform the Services as a result of any cause beyond its reasonable control.

4.2 The Client shall supply the Consultant in a timely fashion so as not to disrupt the performance of the Services and without charge all the information in the possession of the Client or any of the Client's agents, consultants or

contractors and any instructions, decisions, consents, approval or access to the property and use facilities as described in (or reasonably to be inferred from) this Agreement as necessary for the performance of the Services by the Consultant.

5.0 Exclusions and Limitation of Liability

5.1 This condition 5 sets out the entire liability of the Company (including any liability for the acts or omissions of its sub-consultants) in respect of;

- a. Any breach of these terms and conditions of engagement and
- b. Any representation, statement or tortuous act or omission including negligence arising under or in connection with these terms and conditions of engagement.

5.2 Under no circumstances shall the Company be liable for loss of business opportunity, increased operating costs, loss of profit, loss of savings, loss of reputation, loss of goodwill, consequential, incidental, indirect or punitive loss, any losses arising as a result of any third party bringing a claim in respect of any of the foregoing types of loss.

5.3 Subject to conditions 5.1 and 5.2 above the total aggregate liability of the Company shall be the amount stated in our proposal or agreed with the Client prior to appointment, or if no amount is specified then 10 x (ten times) the amount of the Company's fees (excluding expenses) included in the proposal for any one occurrence or series of occurrences arising out of any one event, with the exception of matters relating to asbestos, pollution or contamination, which shall be in the aggregate for one period of insurance.

- 5.4 The Company's liability shall be further limited to that proportion of a loss which it is just and equitable for the Company to pay, having regard to the extent of the Company's responsibility for it and on the basis that we will assume that all other consultants and contractors engaged in relation to the project will owe the you the Client a duty of care and have the benefit of no exclusions or limitations of liability, nor joint nor co-insurance provisions, between you (the Client) and them, and will be deemed to have paid to you the Client such proportion of the loss as it would be just and equitable for them to pay having regard to the extent of their responsibility.
- 5.5 Subject to condition 5.1, no action or proceedings under or in respect of these terms and conditions whether in tort, in negligence or for breach of statutory duty or otherwise shall be commenced against the Company after a period of three years from the completion of the services performed under this agreement or such earlier date as may be prescribed by law provided that professional indemnity insurance is available at commercially reasonable rates.
- 5.6 The Client agrees that it will not bring any claim personally against any director or officer or employee or sub-consultant of the Company in respect of any loss or damage suffered by the Client arising out of our commission. No personal liability whether in contract or tort or otherwise is accepted by individual directors, employees or sub-consultants of the Company in relation to acts, omissions, or defaults arising out of our commission.
- 5.7 SEA disclaims any responsibility to our Client and others in respect of any matters outside the scope of our commission. Our report will be prepared with reasonable skill, care and diligence in accordance with the terms of our contract, taking account of the manpower, resources, investigations and testing devoted to it by agreement with our Client. The report shall be

confidential to our Client and the Company accepts no responsibility of whatsoever nature to third parties to whom the report or any part thereof is made known. Any such party relies upon the report at their own risk.

- 5.8 In the event that the Client makes a claim against the Company at law or otherwise for any alleged error, omission or other act arising out of our services and the client fails to prove such a claim the Client shall indemnify the Company and keep it indemnified against all losses, costs and expenses incurred by the Company including without limitation all the 's staff costs and all solicitors and other professional fees incurred by the Company in defending itself against the claim.

6.0 Intellectual property

- 6.1 Until settlement of invoices properly raised by the Consultant is made in full, the copyright of any reports, designs, drawings, specifications, and all other documents shall remain vested in the Consultant and may not be relied upon for any purpose or use by the client or their appointees or successors.
- 6.2 On payment of any fees agreed as properly due, the intellectual property in the documents shall remain vested with the Consultant, but the Client shall have non-exclusive licence to use the documents for any purpose related to the project except the Consultant shall not be liable for any such use other than that for which they were prepared for.

7.0 General/ warranties / assignments

- 7.1 The Client may not assign or transfer all or any of its interests in reports, designs, drawings, specifications and other documents prepared by the Consultant in relation to the project without prior consent of the Consultant, such agreement not being unreasonably withheld.
- 7.2 Any agreement to assign and enter into a Collateral Warranty or execute a letter of reliance to a beneficiary nominated by the client will be entered into for a fee of **£495** excluding VAT, unless specifically included in the fee proposal.

8.0 Termination of appointment

- 8.1 Should the appointment be terminated by the Client for reasons other than the non-performance by the Consultant then the Consultant will be entitled to render a fee account covering the full costs to date, which may exceed the previously agreed fee proposal.
- 8.2 In the unlikely event that the appointment is terminated by the Client due to non-performance of the Consultant the Client must first serve notice in writing of the intention to do so and allow the Consultant seven days to respond to any allegations of poor service.

9.0 Construction (Design and Management) regulations

- 9.1 In respect of the Construction (Design and Management) Regulations 2015 the Client has a responsibility to ensure they are fully aware of their duties and responsibilities to comply with current legislation and appoint a Principal Designer to comply with the current legislation. If you are unaware or require assistance in respect of the Client duties in this regard then please feel free to consult us.

10.0 Disputes

- 10.1 In the event of a dispute or claim arising out of the appointment of the Consultant and the Client agree if possible to use the route of mediation to resolve the issue; in any case both parties agree to be governed by English Law and to submit to the non-exclusive jurisdiction of the English Courts.